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# RERUM BRITANNICARUM MEDII ÆVI SCRIPTORES,

OR

# CHRONICLES AND MEMORIALS OF GREAT BRITAIN AND IRELAND

DURING

# THE MIDDLE AGES.

942
G789
no. 55
v. 4

## THE CHRONICLES AND MEMORIALS

OF

# GREAT BRITAIN AND IRELAND

## DURING THE MIDDLE AGES.

PUBLISHED BY THE AUTHORITY OF HER MAJESTY'S TREASURY, UNDER THE DIRECTION OF THE MASTER OF THE ROLLS.

---

On the 26th of January 1857, the Master of the Rolls submitted to the Treasury a proposal for the publication of materials for the History of this Country from the Invasion of the Romans to the reign of Henry VIII.

The Master of the Rolls suggested that these materials should be selected for publication under competent editors without reference to periodical or chronological arrangement, without mutilation or abridgment, preference being given, in the first instance, to such materials as were most scarce and valuable.

He proposed that each chronicle or historical document to be edited should be treated in the same way as if the editor were engaged on an Editio Princeps; and for this purpose the most correct text should be formed from an accurate collation of the best MSS.

To render the work more generally useful, the Master of the Rolls suggested that the editor should give an account of the MSS. employed by him, of their age and their peculiarities; that he should add to the work a brief account of the life and times of the author, and any remarks necessary to explain the chronology; but no other note or comment was to be allowed, except what might be necessary to establish the correctness of the text.

The works to be published in octavo, separately, as they were finished; the whole responsibility of the task resting upon the editors, who were to be chosen by the Master of the Rolls with the sanction of the Treasury.

The Lords of Her Majesty's Treasury, after a careful consideration of the subject, expressed their opinion in a Treasury Minute, dated February 9, 1857, that the plan recommended by the Master of the Rolls "was well calculated for the accomplishment of this important national object, in an effectual and satisfactory manner, within a reasonable time, and provided proper attention be paid to economy, in making the detailed arrangements, without unnecessary expense."

They expressed their approbation of the proposal that each Chronicle and historical document should be edited in such a manner as to represent with all possible correctness the text of each writer, derived from a collation of the best MSS., and that no notes should be added, except such as were illustrative of the various readings. They suggested, however, that the preface to each work should contain, in addition to the particulars proposed by the Master of the Rolls, a biographical account of the author, so far as authentic materials existed for that purpose, and an estimate of his historical credibility and value.

*Rolls House,*
*December* 1857.

MONUMENTA JURIDICA.

# THE BLACK BOOK OF THE ADMIRALTY.

## APPENDIX.—PART IV.

EDITED

BY

SIR TRAVERS TWISS, Q.C., D.C.L.

VOL. IV.

ORIGINALLY PUBLISHED 1876 BY
HER MAJESTY'S STATIONERY OFFICE, LONDON
REPRINTED WITH PERMISSION

KRAUS REPRINT LTD
1965

Printed in Germany
Lessing-Druckerei Wiesbaden

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# INTRODUCTION.

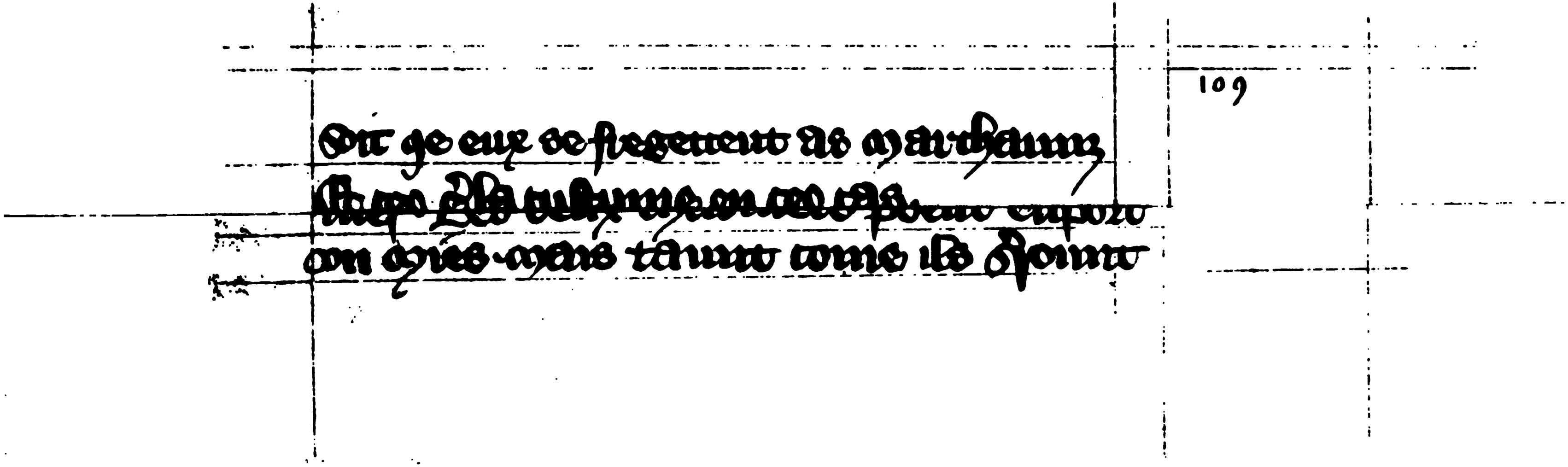
# INTRODUCTION.

It has been the object of the Editor to bring together in the present volume the most ancient texts of all the more important collections of mediæval Sea Laws, which have come into use, since the Rhodian Laws have ceased to be the governing Sea Laws of the civilised world. With this object he has consulted, either personally or with the kind assistance of experts, the earliest MSS. which are known to exist, of each collection of Sea Laws, and he may venture to say that England holds the first place as regards the antiquity of her MSS. Sea Laws, as there is no known MS. of any mediæval Sea Law, of which the writing is of a more ancient character than the MS. text of the Judgments of the Sea, which forms part of the Liber Memorandorum preserved in the Record Room of the Guildhall of the City of London (early xiv. century). It must be admitted, however, that amongst the Sea Laws themselves, which are collected in the present volume, there are some, such, for instance, as the Sea Laws of the Latin Kingdom of Jerusalem, which may have been originally reduced into writing at an earlier period than the Guildhall MS. of the Judgments of the Sea; but no written record of that earlier period has been preserved to our time, whilst the Amalphitan Table, which has been recently brought to light, and the Ordinances of Trani, although they lay claim to greater antiquity of origin, have no ancient title deeds to prove it.

Amongst these early collections of mediæval maritime law there is none, which has given rise to more diversity of opinion as regards its age and contents than the Amal-

phitan Table. By some writers it is asserted to have been a most ancient body of mediæval Sea Laws, which had superseded the ancient Rhodian Sea Laws in the eleventh century throughout the Mediterranean, and from which the Customs of the Sea contained in the Book of the Consulate of the Sea were originally compiled. By other writers it has been disparaged and even its existence placed in doubt, although the historical record of its rules being still observed in the sixteenth century in certain causes heard before the maritime tribunals of the kingdom of Naples rests upon the contemporaneous authority of a distinguished Neapolitan jurist. It has been the misfortune of the Amalphitan Table, that eminent Italian publicists, amongst whom Jorio and Azuni may be mentioned, in their zeal for the literary fame of their country, have exaggerated the importance of its provisions, whilst they were in ignorance of its contents, and have thereby perplexed the judgment of men of letters to account for its disappearance; and this perplexity has induced so great a master of mediæval maritime law as M. Pardessus to affirm in 1839, that it was open to reasonable doubt, whether any body of maritime usages bearing the name of the "Tabula Amalfitana" had ever existed. There is, however, good ground for believing that the Tabula Amalphitana, of which the memory has been preserved during three centuries by a single reference to it under that title in the work of Marino Freccia on Feudal Dignities, has been recently rescued from the obscurity in which it has been so long lost sight of, and that a MS. in the Imperial Library at Vienna contains the identical Table of Maritime Rules, which has rendered the name of Amalphi hardly less famous in modern times, than that of Rhodes in days of old.

The origin of the city of Amalphi is involved in some obscurity, but there are reasonable grounds for believing, that its importance as one of the chief commercial cities



**Liber Memorandorum.**

in the Record Room of the Guildhall London.

Articles XII, XIII, and XIV of la Chartre d'Oleroun des Jugementz de la Meer.

Vincent Brooks Day & Son lith

of Italy dates from the settlement in it of the descendants of certain patrician emigrants from Rome, who had embarked for Constantinople in the fourth century after Christ, and were shipwrecked on the coast of the Adriatic near Ragusa. The emigrants with their families found their way back after a time to Italy, where they established themselves at Eboli and La Scala, and their descendants ultimately migrated to Amalphi, where they were known as the Roman Colony. Whatever may be the substratum of fact which underlies this tradition, there is historical evidence that Amalphi was a city of some importance in the seventh and eighth centuries, as it kept up its communications with Constantinople, and its chief magistrate, like the chief magistrates of Naples and Gaieta, was nominated by the Exarch of Ravenna. After the conquest of Ravenna by the Lombards Amalphi appears to have enjoyed a kind of republican independence under magistrates of its own election, and to have been one of the cities of refuge for the decaying Roman civilisation. In the middle of the ninth century the Amalphitan State had become a maritime power of some consideration, as it was able to fit out a fleet, which in conjunction with the fleets of Naples and of Gaieta achieved a great victory at Ostia over the fleet of the Saracens, who had invaded Italy and were at war with Pope Leo IV. The Chronicles of the ninth century also record another great victory over the Saracens in A.D. 890, in which an Amalphitan fleet played a conspicuous part. In the tenth and next following century the Amalphitans took a decided lead in forming commercial establishments in the cities of the Levant, which had passed under the Mahommedan rule. They had succeeded in the early part of the tenth century in establishing their factories in the chief cities of Sicily, and they had a special quarter assigned to them in Palermo, known as the Amalphitan quarter. Thence they appear to have extended their commerce to

Alexandria, and through the favour of the Caliphs of Egypt they obtained from the Governor of Jerusalem in A.D. 1020 permission to build a church in that city, adjoining to which they erected a hospital, and dedicated it to St. John the Baptist. The brethren of this hospital after the capture of Jerusalem by Godfrey de Bouillon in A.D. 1099 became the kernel of the Order of the Knights Hospitallers of St. John of Jerusalem, who are faintly represented in the present day by the Order of the Knights of Malta. In the course of the next following century Amalphi lost its political independence, without, however, thereby losing its commercial importance, and the Duchy of Amalphi became part of the dominions of Roger the Norman, the first king of Sicily. It was in the course of the subsequent hostilities between the king of Sicily and Pope Innocent II., that the Pisans who had espoused the cause of Pope Innocent II. against the Antipope Anacletus II. took advantage of the absence of the Amalphitan fleet and army, and made a descent upon the city of Amalphi, where they are said to have carried off amongst their plunder the famous copy of the Pandects of Justinian, the text of which is known as the "Litera Pisana." Whatever credit is to be given to this legend, whether the manuscript of the Pandects, which is preserved in the present day at Florence in the ancient palace of the Republic, formed part of the Pisan plunder of Amalphi, which the Florentines in their turn wrested from the Pisans on the capture of Pisa in A.D. 1406, or whether it was brought directly from Constantinople to Pisa in the reign of Justinian, as Savigny holds to be the better opinion, the legend points to the general belief, that Amalphi had always kept up its legal relations with Constantinople, and had maintained in its courts the most valuable traditions of the Roman jurisprudence. That the city of Amalphi was at this period otherwise distinguished by the enjoyment of wise laws in com-

mercial matters, may be inferred from the facts, that in A.D. 1178 Amalphi obtained from the king of Jerusalem a privilege, that its merchants, who were established in the ports of Syria, should have all their disputes settled by their own consuls according to their own good customs, and that in A.D. 1190 a similar privilege in almost identical terms was granted by the magistrates of Naples to all Amalphitan citizens, who had commercial establishments in the city of Naples.

It would thus appear that the historical antecedents of Amalphi are not unfavourable to the supposition that the city had maritime laws of its own in the tenth century. Azuni goes so far as to mention that there was at a very early time an Admiralty Court at Amalphi of such high reputation for its decisions, that general recourse was had to it by the merchants and mariners of the Mediterranean for the settlement of their disputes. If Azuni had been more cautious in his language, and had been content to assert the existence of a maritime court at Amalphi at a very early period, there is no antecedent improbability that such a court existed in the tenth century, over which Consuls of the Sea may have presided; but the institution of Admiralty Courts belongs to a somewhat later period. There is also a tradition of certain Amalphitan laws on maritime matters having been published in A.D. 954, so that Amalphi may have occupied a position amongst the Mediterranean seaports very similar to that, which there is no doubt from the evidence preserved in the Custumary of the Commune of Oleron, that the port of Oleron at an early period maintained amongst the Atlantic seaports. There has also been preserved in the collection of Italian Chronicles published by Pelliccia (Napoli, 1782), a Latin Chronicle of the fifteenth century, which has a recital in its preface, that "in the fourteenth century there was kept in the " palace of the Counts of Urso at Amalphi an ancient " Chronicle of Amalphi, written in a court hand and on

" parchment, together with a Prothontine Table of the Sea " (Tabula Prothontina Maris), from which the citizens " were accustomed to make copies, that they might have " at hand so precious a document." The chronicler goes on to say that " he had himself made a copy of that Chro- " nicle and of that Prothontine Table, which was pre- " served with the Customs and Usages of the Amalphitans " for the settlement of causes and disputes, which arise " amongst mariners," and " that the Prothontine Table " itself had been carried away from the palace of the " Counts of Urso towards the end of the fourteenth cen- " tury by Wenceslaus of San Severino, who was Lord of " Amalphi in the reign of King Ladislaus (1386–1401), " and so the original Table was lost." There can hardly be any doubt that the Prothontine Table of the Sea, which is mentioned in this Chronicle, was identical with the Tabula Amalphitana, to which Marino Freccia in his chapter upon the office of the Admiral in the kingdom of Naples refers. His words are—" In regno, non lege " Rhodia maritima decernuntur, sed Tabula, quam " Amalphitanam vocant, omnes controversiæ omnesque " lites et omnia maris discrimina ea lege, ea sanctione " usque ad hæc tempora finiuntur." The period to which Freccia makes allusion in this passage, as being that in which the Tabula Amalphitana was still in use in the kingdom of Naples, was somewhere about A.D. 1570, when his work was published. (Brencman, De Republica Amalphitana. Utrecht, 1722. Ch. xviii.)

If it were possible to discover the origin of the term " Prothontinus," or to ascertain the time when such an official title first came into use, it might materially aid us in fixing the date of the " Tabula Prothontina " alluded to in the old Chronicle, but all that is known at present about the term " Prothontinus," is that it occurs in several maritime Ordinances of the Kings of Sicily in the thirteenth century, in which a naval officer under that name ranks after the Ammiratus and Vice-Ammi-

ratus" and before the "Comes." Thus we find amongst the laws of the kingdom of the two Sicilies published by Canciani, in his collection of Antiquæ leges Barbarorum, a maritime constitution of A.D. 1282, in which there is the following provision: "Prædicti ammirati, vice-ammirati, "prothontini vel comiti, prout quisque eorum navigan-"tibus galeis præfuerit, non onerent galeas, nec per-"mittant ab aliis onerari victualibus." It seems probable that the word "Prothontinus" is a mediæval Græcism. We look for it in vain in the fifty-third chapter of the Basilica, which contains the maritime laws of the Eastern Empire, and no such officer is mentioned in the Notitia Dignitatum of the Byzantine Court. The use of the term therefore may have been peculiar to the natives of Magna Græcia and Sicily, and we are at liberty to suppose either that the Prothontinus was a captain of the first class, ranking next to a vice-admiral, or that the terms ammiratus, prothontinus, and comes where coordinate titles of Saracenic, Greek, and Latin origin respectively, and were used in different localities, according as the people were of different origin, to denote the commanders of war-galleys. But even if we could determine precisely the time when the office of Prothontinus was first instituted, that fact would not settle the age of the Amalphitan Table, for the text of the Table contains no mention of such an officer, on the contrary the inference from the language of the Table itself is, that the Court, to which reference is made from time to time, was presided over by magistrates, who had the familiar title of Consuls. It is to the institution of the office of Consuls of the Sea, that we must rather look for guidance as to the character of the Maritime Court, from which this Table originally emanated.

That there should have been a maritime Court at Amalphi in the tenth century, over which Consuls presided, has been already stated to be by no means improbable; and that certain rules of that Court should have been

committed to writing in the tenth and eleventh centuries for the guidance of the Consuls of the Amalphitan factories first of all in Sicily, and subsequently in the Levant, is also a reasonable assumption, if we may be guided by the analogy of what we know to have been done at a somewhat later period in the western ports of the Mediterranean, and in the ports of the Baltic and North Seas. There is found in the same MS. at Vienna which contains the "Tabula Amalphitana," a Latin code of the usages and good customs of the citizens of Amalphi drawn up by themselves in A.D. 1010, under the immediate sanction of Henry II. of Bavaria, six years after he had been elected King of Italy, and four years before he was crowned Emperor at Rome, and amongst these written customs there is an article headed "Ut licet "Amalphitanis habere consulem ex se." The article itself is in these words: "Ubique Amalphitani per Reg-"num possunt facere judicem per se, coram quo, et non "coram alio, compelluntur Amalphitani super causis "civilibus ad justitiam alter videlicet alteri faciendam."[1] Such a provision is intelligible on the supposition, that the Amalphitans had some superiority over their neighbours in their system of commercial law, and that their wish to live under it, when they were in countries subject to other systems of law, was reasonable.

Allusion has been made to the doubt expressed by M. Pardessus as to the existence at any time of the so-called Amalphitan Table. M. Pardessus was disposed to think that an important body of maritime ordinances, which have lately been brought to light, and which are entitled "Ordinamenta et Consuetudo Maris edita per "Consules civitatis Trani," were identical with the table of maritime law, to which Freccia made allusion under the title of the Amalphitan Table. M. Pardessus rested

[1] The text of the Consuetudines civitatis Amalphæ has been published from this M.S. in the Archivio Storico Italiano, Appendice Tom. 1, Firenze, 1842–44, p. 271.

his conjecture on the assumption that Trani was subject to or dependent upon Amalphi, and followed her system of jurisprudence, and that the Consuls of Trani had in pursuance of that dependency republished the Tabula Amalphitana for the use of the citizens of Trani under the title of "Ordinances and Customs of the Sea, " published by the Consuls of the City of Trani." It is not necessary, since the Tabula Amalphitani has been discovered, to consider at any length whether M. Pardessus' conjecture finds any support in the text of the Ordinances themselves, or whether the town which is described by some Italian writers under the name of Trani or Atrani and as a dependency of Amalphi, was identical with the Adriatic seaport; but it may deserve remark that the text of the Ordinances themselves, as they have come down to us, savours rather of a Venetian than an Amalphitan source, as will be more fully explained hereafter, and that at the time when the Ordinances bear date (A.D. 1063) Trani was engaged in an active trade with the Levant, and was apparently independent of Amalphi. Thus, in the next century (A.D. 1190) Trani obtained for her own merchants and mariners the same privileges within the ports of the kingdom of Jerusalem, which Amalphi had obtained in A.D. 1178, namely that all their disputes should be decided by their own consuls according to their own laws.

The Ordinances of Trani, which bear indeed a Latin title, but are drawn up in Italian, are far more interesting as regards their contents than the Amalphitan Table, and they are not less perplexing as regards their origin. If the date of A.D. 1063 be correct, they are the most ancient body of mediæval maritime laws, which have come down to our time and of which the date is declared on the face of them, being a century earlier than the maritime constitutions of Pisa (A.D. 1160), or the maritime assises of King Amauri I. of Jerusalem (A.D. 1162–73).

On the other hand there is no historical necessity for rejecting the date (A.D. 1063) of the Ordinances of Trani on the ground, that it is inconsistent with all probability, that any maritime customs should have been reduced into writing at so early a period, for in the case of Pisa, although no written maritime laws of that city have been preserved of an earlier origin than the Constitutum Usûs (A.D. 1160), a record of the existence of such laws has been preserved in a Diploma of the Emperor Henry IV., which is kept in the Archives of that city and is of the date of A.D. 1081, in which the Emperor undertakes to observe the maritime constitutions of the Pisans: "Constitutiones, quas habent de mari, sic "iis observabimus, sicut illorum est consuetudo." It is hardly necessary to observe that the term Constitutions, which is used in this Diploma, implies that the maritime customs in question had been formally reduced into writing.

On the other hand, laying aside for the moment the question of the proper historical place to be assigned to the Ordinances of Trani amongst the Italian Records of Mediæval Maritime Law, we find trustworthy evidence in the body of laws drawn up for the use of the Frank population, which had emigrated eastward in the train of the First Crusaders, and had established themselves in the cities of Syria at the commencement of the twelfth century, that special Courts of the Sea, having a different procedure from the ordinary courts of the land, administered justice amongst them in maritime matters. Whether those Courts of the Sea were a novel judicial institution, created for the first time by King Amauri I., who succeeded his brother Baldwin III. as king of Jerusalem in A.D. 1162, or were in existence before his reign, may be open to discussion, but there has been preserved in the "Livre des Assises" of the Burgher Court of the Latin kingdom of Jerusalem seven chapters on Maritime Law, which purport to have been ordained or sanctioned by

King Amauri I., in which provision is made for the adjudication of civil disputes in maritime matters by a Special Court of the Sea. The ground alleged for this special provision is, that maritime causes could not well be referred for adjudication to the ordinary court of the Burghers, inasmuch as the wager of Battle was the normal mode of proof in that Court, and such a mode of proof was unknown to the populations of the Levant, who lived under the traditions of the Roman or Byzantine jurisprudence, or of customs not in conflict with them. In an analogous manner Lord Chancellor Fortescue accounts for a different procedure having been adopted in the Court of the Admiralty of England from that which prevailed in the Courts of Common Law, namely that in the Court of the Admiral matters were proved by the oath of witnesses without a jury, "and this," he says, "cometh to passe, because that in these cases there "be no neighbours found, by whose oathes juries of "twelve men may bee made, as in contractes and other "cases arising within the Realme of England is accus-"tomed to bee done." (Fortescue de Laudibus Legum Angliæ. London, 1616, p. 74.) There are writers who consider that the legislation of King Amauri I. resulted in the establishment of a judicial system more complete than any then known to exist in Europe, namely in the institution for the first time of International Courts to adjudicate in commercial matters and in maritime matters, distinct from and independent of the ordinary municipal courts, and which administered a common law of merchants and a common law of mariners to the merchants and mariners of different nationalities. This is not altogether improbable, although there is no certain evidence of the fact. We have comparatively little knowledge of the constitution of the Special Court of the Sea, but of the Court of the Merchants some details have been given in the "Livre des Assises de la Cour des Bourgeois," from which it would appear that this court, which was termed the Court of the Exchange (la Cour de La Fonde)

was a mixed court, over which a Frank magistrate presided assisted by six sworn judges, of whom two were Franks and four were Syrians; that every witness was allowed to be sworn in the manner which was binding upon his conscience; that the wager of battle was not allowed; and that the court looked to the law of the suitors as founding the cause of action, and in applying the remedy looked to the law of the kingdom of Jerusalem. The constitution of these International Courts is a matter of some historical interest at the present moment, when the Khedive of Egypt is engaged in an enterprise of an analogous nature, for the necessity of his enterprise has been brought about by the operation of very similar causes, namely, the growth of a heterogeneous system of privileged tribunals founded originally in the capitulations of the ancient Caliphs of Egypt, and subsequently on the capitulations of the Ottoman Porte with the Christian Powers of Europe. The Latin kings of Jerusalem, whose occupation of Syria suspended for a time the rule of the Mahommedans in that country, found themselves under a similar necessity of allowing, or it may be said, of requiring the merchants and mariners of the various nationalities, which traded with the Syrian ports, to settle their own disputes according to their own laws in conformity with the decisions of their own judges, who understood their laws, and thus we find that the Latin kings of Jerusalem conceded at a very early period of the twelfth century exterritorial privileges to the Genoese and to the Venetians, and the merchants of those nationalities in consequence formed communities apart from the general population, and were governed in civil matters by their own laws, administered by their own judges.[1]

[1] After the capture of Jerusalem by Saladin, Acre became the centre of the commerce of Syria with western Europe, and also the centre of the judicial system of the kingdom. Each Nation had its separate district or quarter, and Paoli, in his Codice Diplomatico del sacro ordine Gerosolimitano, tom. I., p. 261. specifies a "*Vicus Anglorum*."

They could only be sued as defendants in civil causes by merchants of other nationalities before their own judges, but in cases where they were plaintiffs against merchants of other nationalities, who were not similarly privileged, they were required to sue in the Courts of the King. (Guillaume de Tyr, l. xii. c. xxv.) We find this rule recognised in the Livre des Assises de la Cour des Bourgeois as regards matters, which came within the province of that Court, and it is a fair presumption that the King's " Court of the Chain," which was so called from the chain which was usually drawn across the mouth of every well protected port of the sea, had cognisance of maritime causes, even in the case of the most favoured nations, when their merchants or mariners were plaintiffs against defendants, who had no treaty-privileges. Whether indeed Genoese or Venetian merchants and mariners, as defendants in maritime causes, would have had the privilege of having their defence adjudicated upon by their own judges is not very clear, but it is a remarkable fact that no written fragments have been preserved of the legislation of the Genoese or of the Venetians in maritime matters, which go back to the twelfth century. The secresy so jealously maintained in both those states over the contents of their Archives may account for the fact, that no copies of their most ancient laws appear to have found their way into any collection, the obscurity of which might have saved it from spoliation. But there may have been other reasons, why the early laws of these states were never reduced into writing.

The knowledge of the laws of a State was equally in the case of the aristocratic republics, as of the feudal monarchies, a great engine of political power. The original Book of the Assises of the Court of the Barons and of the Court of the Burghers of the kingdom of Jerusalem was jealously guarded from curious eyes in the Treasury of the Church of the Holy Sepulchre at Jerusalem, where it perished on the capture of the city

by Saladin in 1187, and when King Amauri II. requested one of the greatest soldiers and lawyers of his day, Raoul of Tiberias, to restore from memory the ancient assises, which he was thought most capable of doing, his refusal was couched in these words: "I will not make Remont "Anciaume, or any other burgher or low literate fellow, "my equal."

The twelfth century, however, was the commencement of a new era in Europe, in which Italy took the lead. The knowledge of the principles of the Feudal Law had hitherto been the privilege of the few, and the uncertainty of a law, which rested solely on unwritten custom, had become intolerable to the populations, who found themselves subject to the arbitrary decisions of judges administering a law, the principles of which were only known to the judges themselves. The first step taken to limit the absolute authority of the feudal tribunals was the publication of the judgments of the chief feudal court of Lombardy in the middle of the twelfth century (1158–68) by two of the Consuls of the city of Milan, whose names have survived their original work. Whether their object was to undermine the power of the Nobles or to assist the juris-consults of their age in analysing the feudal institutions and in reducing them to a scientific system, which should be in harmony with the jurisprudence of the Schools of Law, it would be difficult to determine in the present day, as their labours led up to both results; but the names of Obertus ab Orto and Geraldus Niger merit a place in the history of mediæval jurisprudence, as the originators of a movement, whereby the veil was for the first time drawn aside before the sanctuary of the unwritten Customs of Feudalism. Fragments only of their original work have been preserved to us, but they have formed a nucleus, around which the constitutions of the subsequent Emperors and the comments of the Gloss Writers have been grouped, constituting in the present day the body of Feudal Law, which is appended to the

Corpus Juris Civilis under the title of Consuetudines Feudorum. A similar work was accomplished for Germany in the same century by a publication, of which the author is unknown to us, as his treatise has come down to us under the obscure title of "Vetus Liber de Beneficiis." These two works preceded by a century the earlier scientific treatises on the customary Law of France, such for instance as "Le Conseil de Pierre Fontaines," and "Les Coutumes de Beauvoisis," by Philippe de Beaumanoir (vol. ii. Introduction, p. xxii.). It need not, therefore, be matter of surprise that there are no mediæval maritime laws extant in Western Europe of a date more ancient than the Customs or Judgments of Oleron, nor that a tradition should have existed at the time when Cleirac published his work entitled "Les Us et Coutumes de la Mer," that Eleanor, Duchess of Aquitaine, first conceived the idea of having the maritime Customs or Judgments of Oleron reduced into writing from having observed during her visit to the Holy Land in A.D. 1137, that there were Customs of the Sea of the Levant, which were of great force and authority in the East. Cleirac has probably gone too far in his assertion, that the Customs of the Sea, which were in vogue in the Levant, when Eleanor accompanied her first husband Louis VII. of France to Acre, were the same customs which are inserted in the Book of the Consulate of the Sea, but that many of those customs should have subsequently found a place in that book, when a collection of them in writing was made in the fourteenth century, is by no means improbable.

If we direct our view from the Mediterranean to the Baltic we shall find, as regards the mariners and the merchants of Northern Europe, as few traces of any written maritime law in the twelfth century, as are discoverable in Southern Europe. Lubeck, for instance, has an indisputable claim to be regarded as the Maritime Queen of the Baltic Sea in the middle ages, but her

existence as a city only dates from A.D. 1140, and we should be almost entirely ignorant of her early laws, if her magistrates had not had occasion to transmit copies of them in the thirteenth century to friendly cities in Holstein and in Oldenburg. These Codes of Law, however, which are drawn up in the Latin tongue, and purport to go back to A.D. 1158, when Duke Henry, the Lion, of Saxony, authorised the citizens of Lubeck to draw up a body of laws for their own government, do not contain any maritime laws, but they comprise a single article on shipping, which has a close affinity to a law in the Burgundian Code, and is evidently a tradition of the law of the Roman Empire regulating the navigation of rivers. Although Lubeck, however, does not appear to have possessed any written maritime laws in the twelfth century, there are good grounds for believing that she had adopted in the course of that century the unwritten Customs of the Sea, which had been observed in the ancient Wendic cities on the southern coasts of the Baltic Sea before the Saxons captured and destroyed them in the early part of the twelfth century, as the maritime commerce of these cities passed chiefly into the hands of the citizens of Lubeck. There is, for instance, preserved in the Chancery of Lubeck a Code of Laws drawn up in the old Saxon tongue of the date of A.D. 1240, which contains ten articles on Maritime Law, and it is notan unreasonable conjecture that some of those articles were the written expression of certain maritime customs, which had been generally observed by the mariners of the Baltic, inasmuch as certain of those articles appear to have been generally received in other ports of the Baltic, when the remaining laws, which have a place in this Code, had not the like general acceptance.

There was, however, another important maritime city of the Baltic, of which the origin is lost in remote antiquity, but which is supposed to have inherited a considerable portion of the maritime commerce of the Wendic

nation, after their capital city of Veneta, in the Island of Usedom, had been destroyed A.D. 1043. The Island of Gotland, of which Wisby was the capital, was probably peopled originally by the Goths, who inhabited the southern portion of Sweden, but at the time when we have any certain historical notices of the town of Wisby, namely in the middle of the twelfth century, the town appears to have been occupied jointly by Goths and by Germans, and these two nationalities were engaged in continual contests with each other, so much so that the intervention of the Emperor Lothaire II. was invoked to appease their discord. These contests were renewed in the reign of the Emperor Frederick I. and were again appeased by the intervention of Duke Henry, the Lion, of Saxony, who endeavoured to establish relations of amity between Wisby and the newly founded city of Lubeck by a charter securing reciprocal protection to the merchants and the mariners of the two cities. At a later period disputes appear to have arisen in Gotland between the town of Wisby and the country outside the town, whereupon the enjoyment of certain laws and franchises was secured to the inhabitants of the town of Wisby as distinguished from the rest of the island by King Magnus Ericson of Sweden. These laws and franchises were embodied in a Code of Laws entitled Wisby Town Law (Wisby Stadt-Lag), of which the date is probably about A.D. 1320. This is a very different body of laws from those by which the island in general was governed, which are entitled the Laws of Gotland (Guta-Lag), and which are drawn up in an old Swedish tongue, which Hadorph, who edited them two centuries ago, pronounced to be most difficult to understand. There are, however, good grounds for believing that there were written maritime laws in force at Wisby at an earlier period, than the reign of Magnus Ericson of Sweden. There is, for example, historical evidence that the joint community of Gothic and German merchants established at Wisby had

a commercial factory at Novgorod in the north of Russia early in the thirteenth century, and that the earliest body of written laws for the government of that factory emanated from Wisby. This early body of Laws, which is designated by the Scandinavian title of Skra, has been published after a MS. preserved at Lubeck by M. Lappenberg in the appendix to his edition of the History of the Hanse Confederation by Sartorius. Several articles on maritime matters are found in this body of Laws, which are not to be discovered in any existing Code of Lubeck Laws, and although the negative argument is not conclusive, the presumption is strong, as they were immediately derived from a Gotland source, that they had a Gotland origin. The evidence supplied by this Skra is strengthened by the contents of a later Skra for the government of the same factory, which emanated from Lubeck, after Lubeck had obtained the control of the Novgorod factory, and which Skra has also been published by M. Lappenberg. This second Skra marks an epoch, when Lubeck was acquiring an ascendency over the commerce of the Baltic ports which was undermining the supremacy of Wisby and was ultimately destined to deprive that city of the lead, which it had taken in connecting the commerce of Western Europe with the East by way of Russia. Under the regulations of the earlier of these two Skras all appeals from the factory at Novgorod were to be made to Wisby. The second Skra, which was drawn up at the end of the thirteenth century, ignores the directing authority, which Wisby had hitherto exercised over the factory at Novgorod, and provides that all appeals should be henceforth made to the Senate of Lubeck. This latter Skra comprises several new articles of maritime law, which are identical with articles of the Code of Lubeck of A.D. 1240, whilst it repeats the original articles on maritime law, which have a place in the earlier Skra. These earlier articles are beyond doubt the most ancient record in

writing of any maritime laws, which were observed in the Baltic Sea, whether they are to be regarded as of Gothic origin or are traditions of an ancient maritime law observed in the ancient Wendic cities on the southern shores of the Baltic, which were destroyed by the Saxons in the twelfth and thirteenth centuries, and of which some portion of the inhabitants sought refuge in the island of Gotland. There is further evidence, that a maritime law emanating from Wisby was observed in several of the eastern ports of the Baltic in the thirteenth century. This evidence has been preserved in various charters granted to the city of Riga, which was founded A.D. 1200, under which charters foreign merchants trading at Riga were authorised to observe the laws, which were in use amongst the merchants in Gotland. The latest of these charters bears date A.D. 1277, and it is provided therein, that all merchants frequenting the ports of Livonia should be at liberty in all disputes touching matters on the shore of the sea or on the banks of rivers to choose their own judges and to have justice administered to them "secun-" dum jus illud, quod nunc a mercatoribus in Godlandia " observatur." Before another quarter of a century had elapsed the commercial supremacy of Wisby over Riga had been superseded by Lubeck, as may be gathered from another charter granted A.D. 1299 to foreign merchants trading at Riga, whereby it was provided, that in the same matters as those specified in the charter of A.D. 1277 the judges elected by the merchants should administer justice "secundum jus illud, quod in Lubecke observa-" tur."[1] It is also the opinion of several writers, who have given special attention to the study of the ancient Laws of Gotland, that there existed in that island in the thirteenth century a body of written laws, which were then in use, but of which all record has been swept away, either when the town of Wisby was pillaged and

[1] Dreyer circa Inhumanum Jus Naufragii, p. clxi., clxiii.

all but destroyed by the Danes, A.D. 1361, or when the Swedish Bishop of Linkoping, on occasion of his diocesan visitation of the churches in the island, in A.D. 1527, collected all the historical documents, upon which he could lay his hands, and carried them away with him into Poland, where he died. As matters stand, our knowledge of the Town-Law of Wisby is confined to the old German version of it, which was preserved in the town-hall of Wisby in the seventeenth century, the Gothic contemporaneous version of it having long since disappeared. M. Hadorph, who first published the old German text of the Wisby Town-Law in A.D. 1688, is disposed to regard the MS. which was preserved in the town-hall of Wisby as the original German version of the laws, which were directed by king Ericson, in A.D. 1320, to be written in two books, one in the Gothic tongue, the other in the German tongue, but he omits all reference to the provision, which occurs at the end of the preamble of the laws, namely, that a seal was to be affixed to both the original books. No such seal is stated by Hadorph to have been attached to the book, which was preserved in the town-hall of Wisby. The disappearance, however, of the seal would not be conclusive against the authenticity of the book, unless it could be shown that the seal was so affixed to the book in 1320, as to become part of the book itself.

The fame, however, of the town of Wisby, as the maritime centre of the Baltic trade, is chiefly connected with another body of laws, which have been preserved to the present day, and which it is customary to speak of as the Maritime Laws of Wisby. These laws may be classed with the Judgments of Oleron and with the Customs of the Sea which have been collected and digested in the Book of the Consulate of the Sea of Barcelona, as they form in conjunction with them as it were, a continuous chain of maritime law, extending from the easternmost ports of the Baltic Sea through the North Sea and along

the coast of the Atlantic to the Straits of Gibraltar, and thence to the furthest eastern shores of the Mediterranean. That these three notable collections of maritime judgments and cústoms did in fact constitute such a continuous chain of maritime law cannot well be disputed, and it is equally beyond dispute that the town of Wisby was the main link of this chain in connecting the trade of the Baltic ports with that of the North Sea and the Atlantic ports. It is also now placed beyond doubt by the researches of learned scholars of the north of Europe, that the so-called Maritime Laws of Wisby are not all of Gotland origin, but are a compilation of laws derived from three distinct sources, which may fitly be described as a Baltic source, a Flemish or Gascon source, and a Dutch source. The earliest printed version of these Sea-Laws, which issued from the press of Godfrey of Gemen, at Copenhagen, in A.D. 1505, consists of sixty-six articles, to which is prefixed the general title of "Here begin the Supreme Sea-Laws" (Hier begynt dat Hogheste Water-Recht). Of these Sea Laws, the first fourteen articles are undoubtedly from a Baltic source, as all of them, with the exception of the seventh article, which occurs in no other collection, are found in one or other of two collections of Lubeck Laws of the thirteenth century. The next twenty-five articles of Godfrey of Gemen's edition, which may be conveniently styled the Editio Princeps of 1505, have originally been derived from a Flemish or Gascon source, but there is no title prefixed to them to indicate that they are of a different origin from the preceding fourteen articles, and they are numbered consecutively as if they were originally part of one and the same series. These articles, however, are beyond all doubt a Saxon or Low-German version of the Judgments of Oleron, translated either from the so-called Sea-Laws of Flanders, which are a Flemish translation of the Jugements d'Oleron, or immediately from a Gascon text, but the better opinion

would seem to be, for reasons which will be stated hereafter, that they are a Low-German translation of the so-called Flanders Sea-Laws. The next following fortieth article of the Editio Princeps of 1505 has a brief title prefixed to it: "This is the Ordinance which "the community of shipmasters and merchants have "approved amongst themselves on Shipping-Law" (Dit is de Ordinancie de de gemene Schipperen unde Koplüde myt malkander begerende van Schip-rechte). This title is followed by twenty-seven articles, numbered consecutively in accord with the preceding articles, and connected with one another by the particle "Item" prefixed to each of them. These articles, with the exception of the two last of the series, have the appearance of being a Saxon or Low-German version of the Dutch Sea-Laws, generally known as the Ordinances of Amsterdam, the name of which city frequently occurs in them. The two last articles, on the other hand, have been originally derived from a Baltic source, the sixty-sixth article being identical in substance with the first article of the entire collection. There is subjoined to this sixty-sixth article a trade-mark which is found in other books published by Godfrey of Gemen, namely, a shield bearing the Danish Cross of the Dannebrog, with the arms of Oldenburg superposed. After this trade-mark comes the following paragraph: "Here end the "Gotland Sea-Laws, which the community of merchants "and shipmasters have ordained and made at Wisby, "that all persons may regulate themselves by them." (Hyr eeyndet dat Gotlansche Water-Recht dat de gemeyne Kopman unn Schippers geordineret unn ghemaket hebben to Wisby, dat sik alle man hyr na richten mach.) A subsequent colophon fixes the place and time of publication, "Gedrucket to Koppenhaven, Anno Domini MDV."

It does not appear upon the face of the Editio Princeps of 1505, of which only three copies are known

to exist, two being in the Royal Library at Copenhagen, and one in the Royal Library at Stockholm, that the Sea Laws collected in that edition were at that time known by the title of the Maritime Laws of Wisby, or that Godfrey of Gemen intended to pass off the entire collection of Sea-Laws as the Sea Laws of Gotland. On the contrary, it might be inferred from the separate title prefixed to the fortieth article, that the Editor had in his possession more than one manuscript, and that there was prefixed to one of them the title of the Supreme Maritime Law, which was a title by which the Laws administered by the Supreme Courts at Lubeck were distinguished in the sixteenth century from the Laws administered by the inferior tribunals of that city, whilst there was prefixed to the other MS. a title announcing that they were Ordinances agreed upon by the community of merchants and shipmasters. On this hypothesis the concluding paragraph, in which Wisby is mentioned, might have reference only to the latter body of Ordinances, and there would have been no risk of Godfrey of Gemen's edition being discredited by a transparent attempt on his part to pass off the fourteen articles of Lubeck Laws, as laws which had been agreed upon by the community of merchants and shipmasters at Wisby. But the hypothesis of two such manuscripts only would not account for the presence of the Flanders Sea-Laws in Gemen's collection, as the Flanders Sea-Laws never formed part of any collection of Lubeck Laws, whereas they may well have been Sea-Laws, of which the use was introduced into the Baltic about the same time with the Ordinances of Amsterdam. It is more probable therefore that Godfrey of Gemen had access to three MS. collections of Sea-Laws, and that they may have been bound up in a single volume, of which the pages were numbered consecutively, and that there may have been no distinguishing title prefixed to the Flanders Sea-Laws, or, if there was any such title, it was thought by

Gemen to be unimportant. Such a MS. volume, in fact, happens to have been preserved in the Royal Library at Copenhagen, which, although it does not fulfil to the letter all these conditions, gives the strongest support to the hypothesis that Godfrey of Gemen had such a volume before him, although he may have had access also to other MSS. from which he has derived the title which he has superscribed on the first page, namely "here begins the Supreme Maritime Law."

The MS. in question belongs to what is termed the King's collection in the Royal Library at Copenhagen. It is No. 3123, in quarto, and contains 284 folios. The earlier and larger part of this MS., which is written on parchment, contains Danish Laws in the Danish tongue, after which comes a blank leaf, followed by fourteen articles of Sea-Laws in the Saxon or Low German tongue, which are identical with the first portion of the Sea-Laws as printed in the Editio Princeps of 1505. There is prefixed to these Sea-Laws, the simple title of "Water-Recht," and the handwriting of them is the same as that of the preceding Danish Laws. After these Sea Laws comes a second body of Sea-Laws, also in the Saxon or Low German tongue, to which is prefixed a similar heading of "Water Recht." These Laws consist offifty-two articles and they occupy eleven folios, of which the three first folios are of parchment and the remainder of paper, and they appear to have been written by a different hand, although in a character contemporaneous with the writing of the previous part of the volume. There is no separate title superscribed or prefixed to the twenty-sixth article of these Sea-Laws, which is the article corresponding to the fortieth article of the Editio Princeps of 1505, but the title which precedes that article in the Editio Princeps, namely "Dit is "die Ordinancie, &c.," is a substantive part of the text of the twenty-sixth article of these Sea-Laws.

The total number of articles in this second body of

Sea Laws is fifty-two, making up with the fourteen articles of the previous body of Sea-Laws, sixty-six articles, which is the number of articles in the Editio Princeps of 1505. The handwriting throughout this MS. volume is of the latter half of the fifteenth century, but the later portion of the volume, commencing with the second body of Sea-Laws, is a distinct MS. from the earlier portion of the volume, the handwriting being slightly different in character; the articles also of the second body of Sea-Laws are numbered in Roman cyphers consecutively from I. to LII., whilst the first body of Sea-Laws is numbered in Arabic cyphers; these Arabic cyphers, however, have been continued in addition to the original Roman cyphers on the pages of the second body of Sea-Laws, apparently after they had been brought into juxtaposition with the first body of Sea-Laws This MS. volume is the only known MS., in which the fourteen articles of Lubeck Sea-Laws occur in immediate connexion with the Flemish and the Dutch Sea-Laws.

Professor Schlyter of the University of Lund in Sweden, in his introduction to the eighth volume of his valuable edition of the ancient Scandinavian Sea Laws, has examined very carefully the points of resemblance between the text of the Copenhagen MS. and the text of the Editio Princeps of 1505, and is of opinion that the Copenhagen MS. is the manuscript, upon the authority of which Godfrey of Gemen printed the Lubeck Sea-Laws, as part of the same collection of Sea-Laws with the Flemish and the Dutch Sea-Laws. Much is to be said in favour of this opinion. In the first place no other MS. of the fifteenth century is known to exist, in which the fourteen articles, which are probably of Lubeck origin, are prefixed to the Flemish and the Dutch Sea-Laws. Secondly, the MS. is traceable to the possession of an historical Danish family residing at Elsinore, in the middle of the sixteenth century. Thirdly, the same MS. volume contains two other collections of Laws, which Godfrey of Gemen

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also published in print for the first time in 1505. This latter fact, if only a coincidence, is very remarkable.

It has been already mentioned, that the earlier part of the Copenhagen MS. volume contains Danish Laws. The portion of the volume for instance, which precedes immediately the Lubeck Sea-Laws, contains the later, as distinguished from the earlier, laws of Seeland in Denmark in the Danish tongue, which are preceded in their turn by the Laws of Scania, another province of Denmark, also in the Danish tongue, and both these collections of laws were published for the first time from the press of Godfrey of Gemen in the same year with the Sea-Laws. It is believed that Godfrey of Gemen, who was a native of Gouda in Holland, was at that time the sole printer established at Copenhagen, and as Wisby then belonged to Denmark and each province had its own body of laws designated by its name, it would be natural for Gemen, or the Editor of the Sea-Laws, to describe the collection of Sea Laws by the name of the Gotland Sea-Laws, if they were believed by him to have been observed at Wisby, although no such title was given to them in the Copenhagen MS. From a Danish point of view no other name could have been more appropriate.

It is further a noteworthy coincidence, that the fifteenth article of the Anglo-Norman text of the Judgments of Oleron is broken up into two articles both in the Copenhagen MS. and in the Editio Princeps of 1505, which would be almost a crucial test of the parentage of the Copenhagen MS., if it had not been also the fact that a Dantzic MS., to which reference will be presently made, has the same peculiarity. A more important feature of similarity between the Copenhagen MS. and the Editio Princeps of 1505 may be traced in the provisions of two concluding articles, which are appended to the Dutch Sea-Laws, and which are of Lubeck origin.

Very considerable light is thrown upon the origin of the high repute of the Sea-Laws of Wisby, and consider-

able aid is afforded towards the identification of the body of laws, to which that high repute originally attached, by the contents of a letter, a MS. copy of which is preserved in the Archives of the town council of Dantzic, and which was addressed by the town council of that city to the town council of Wisby. The text of this letter has been recently published by Dr. Theodore Hirsch, in his History of the Commerce and Trade of Dantzic, whilst under the dominion of the knights of the Teutonic Order. (Handels und Gewerbsgeschichte Danzig's unter der Herrschaft des Deutschen Ordens. Leipzig, 1858, p. 79.) It appears from the contents of this letter, which is dated on Monday after the Nativity of the Virgin Mary (8 September) A.D. 1447, that Wisby had in the middle of the fifteenth century a high reputation for a text of the "Sea-Laws" (Water-Rechte), which the town council of Dantzic considered to be much clearer (vele clarliker) than the text in their own possession. The burgomaster of Dantzic had already spoken to the envoy from Wisby at the last recess of the Hanse Confederation at Lubeck upon the subject of procuring a copy of the Wisby text of the "Sea-Laws," and on this occasion the town council of Dantzic formally renewed by letter their request to be favoured with a copy of the Wisby text, to be made at their own expense. It may be presumed, although no formal answer to this letter has been discovered in the same Archives, that the copy of the letter has not been preserved without an object, and that it has been placed on record in order to explain the circumstances, under which the town council of Dantzic became possessed of a copy of the much desired Wisby text of the "Sea-Laws." Such a text appears to be contained in the Dantzic MS. already referred to, as it is a MS. of a handwriting of the same period as the letter itself. The inference from the identity of the handwriting of the letter and of this MS. is further strengthened by the circumstance, that the text of this MS. is identical with the text of the second

body of Sea-Laws contained in the Copenhagen MS., including the two last articles, which are laws of Lubeck origin.

The Sea-Laws, however, which have circulated in modern times beyond the limits of the Baltic and of the North Sea, under the title of the Maritime Law of Wisby, and which have acquired for the town of Wisby a kind of posthumous fame long after its ancient glory as the entrepôt of the foreign trade with the Baltic has passed away, are the body of Sea-Laws which are contained in the Copenhagen MS. in the Royal Library, and of which a slightly varied version was issued in print for the first time from the Press of Godfrey of Gemen at Copenhagen in 1505, eleven years after the Book of the Consulate of the Sea had been issued for the first time in print from the Press of Père Posa at Barcelona. (Introduction, Vol. III., p. xlii.) The Editor has selected for publication in the present volume under the title of the Gotland Sea-Laws, the text of this Copenhagen MS. (No. 3123 in the Royal Library), as being the most ancient and most faithful representative of the body of Sea-Laws, known in the present day as the Wisby Sea-Laws. The Sea-Laws of Wisby, however, have fared like other Sea-Laws. They have had additions made to them from time to time, and the larger the collection has become, the more valuable it has been supposed to be for use, and the more general has been its reception. It has been already stated that the Sea-Laws of Wisby, which were in high repute in the Baltic ports in the fifteenth century, before Gemen's version of them was printed, appear to have consisted only of a Saxon or Low German text of the Flemish and of the Dutch Sea-Laws, which, as will hereafter be shown, were probably introduced at Wisby in the fourteenth century at a period earlier than the handwriting of any MS. of the Dutch Sea-Laws, which has been preserved in any of the Dutch archives. Gemen's edition of 1505 con-

tained this early text of the Flemish and of the Dutch Sea-Laws, and in addition some early Sea-Laws of Lubeck origin. No re-issue of Gemen's edition is known to have taken place subsequent to 1505,[1] but it would appear from various MSS. copies of the Flemish and of the Dutch Sea-Laws, which are preserved in Dutch archives, that there was at the commencement of the fifteenth century an enlarged version of the Dutch Sea-Laws in circulation, which comprised six additional articles, which are not found in the MS. in the Royal Library at Copenhagen, nor in Gemen's edition of 1505. It is not, therefore, surprising that Gemen's text did not long maintain its ascendency, as the most complete text of the Supreme Maritime Law, and that an enlarged edition was published at Lubeck in 1537, which contains seventy-two articles, being six in addition to those contained in Gemen's version. This volume is in form an 8vo., and the first page exhibits a title, which combines the title, which Gemen prefixed to his Lubeck Sea-Laws, with the title prefixed to his Dutch Sea-Laws: " Dyt ys dat högeste unde öldeste Waterrecht, dat de " gemene kopman und Schippers geordinert unde ge- " maket hebben to Wissby, dat syk eyen yder (de thor " sewert vorkeret) hyr na richten mach. Gedrückt in der " keyserliken Stadt Lübeck dorch Jurgen Richolff Wan- " hafftich in der Mölenstraten. Int. jar M.CCCCC.XXX.VIJ." The text of this edition is in the Low German tongue, but it is not a copy of Gemen's text, nor of the Copenhagen MS. in the Royal Library. On the contrary, it is considered to be a retranslation of a Dutch text, which there is good reason to believe was published in 1532, and which contains six additional articles of the Dutch Sea Laws. It is the text of this edition of 1537, which

[1] M. Kamptz, in his Neue Literatur des Völkerrechts, mentions a re-issue of Gemen's edition at Amsterdam in 1550, but no copy of such a second edition is known to exist,—as far as the Editor is aware

came to be generally received in the latter part of the sixteenth century, and which, with various slight modifications, constitutes the text of all the subsequent editions. M. Hadorph in the preface to his Swedish translation of the Maritime Laws of Wisby, published in 1689, states that a Dutch translation of those laws was printed in Holland in 1532, and M. Kamptz in his "Neue Literatur des Völkerrechts," published at Berlin in 1817, specifies such an edition as published in 1832 at Amsterdam, under the title of "Boeck der "Zee-Rechten inhondende dat hoochste ende oudste "Götlandsche Waterrecht, dat de gemeene kopluden "ende schippers geordineert ende gemaeckt hebben tu "Wisby." No copy, however, of this edition is known to exist, and the earliest extant Dutch text of those laws is contained in the edition, which was printed at Amsterdam by Cornelis Claeszoon in 1588, and of which a copy is preserved in the Library of the University of Copenhagen. But the fact, that the Maritime Law of Wisby had been for some time received at Amsterdam under that name, may be inferred from a Report made by the magistrates of Amsterdam to the King's Government in answer to its enquiry as to the Laws and Customs observed in Amsterdam. This Report bears the date of 9th January 1570. It is printed amongst the "Handvesten ofte Privilegien der Stad Amstelredam," and the magistrates therein declare that "a Maritime "Law is observed in that town in matters, which affect "mariners and concern maritime commerce, and that to "such matters maritime customs are applied partly in "accordance with Royal Ordinances, partly *after the* "*Maritime Law of Wisby*, which is in use and is "observed there."

The Dantzic MS. to which reference has been made, as containing a text of the Flemish and of the Dutch Sea-Laws, which was probably identical with the text of those Sea-Laws, as originally received at Wisby, is in a hand-

writing of the middle of the fifteenth century, earlier than the handwriting of the Copenhagen MS. There is evidence of the fact that the Judgments of Oleron had been received in Flanders and had been translated into the Flemish tongue as early as in the middle of the fourteenth century. There is, however, no similar evidence of the fact of the Dutch Sea-Laws having been reduced into writing in any of the Dutch sea ports at so early a period. There is, however, evidence that Duke Albert of Mecklenburg, who was elected King of Sweden in 1363, granted charters to the merchants of Amsterdam and of Enchuysen respectively in 1368, authorising them to form commercial establishments in the Swedish ports, and to have their controversies settled by their own judges according to their own laws. It is not an unreasonable supposition, that the merchants and mariners of Amsterdam and of Enchuysen caused at this time copies of the usages, by which their maritime contracts were regulated, to be reduced into writing for the use of their judges in the Swedish ports, and we find as a matter of fact that there are MSS. of the Dutch Sea-Laws extant in a handwriting of the fifteenth century, which bear the title of "Usages of Enchuysen," although the greater number of MSS. of the Dutch Sea-Laws of that period are entitled "Usages of Amsterdam." Further, it may be observed, that in the middle of the fourteenth century Wisby was under the dominion of Sweden, as Albert of Mecklenburg had recovered possession of the island of Gotland from the Danes in 1363, so that the port of Wisby would be politically within the scope of the Swedish charters. These concurring circumstances point to the latter part of the fourteenth century as a probable period, when there would be almost a necessity, or at all events a fitting occasion for the Dutch merchants and mariners, who traded with the Baltic, to have their maritime customs reduced into writing. There is also a further combination of circum-

stances, which raises a probability that the Lubeck Sea-Laws, which are prefixed to the Flemish and the Dutch Sea-Laws in Gemen's edition of 1505, were in use at Wisby about the same period.

It has been already mentioned that King Albert of Sweden had recovered possession of the island of Gotland in 1363. The dominion over that island had been stoutly contested between the Swedes and the Danes during the early part of the fourteenth century, but victory at last rested with the Swedes. The Treasury, however, of Sweden, had become so much exhausted by a long series of wars, that King Albert found himself obliged, as soon as his dominion was established over the island of Gotland, to pledge it to the Master and Brethren of the Teutonic Order, who remained in possession of it, until it was redeemed by Queen Marguerite the Great in 1408, after she had succeeded in uniting under her sceptre the three Scandinavian kingdoms. This possession of the island of Gotland by the Brethren of the Teutonic Order coincided with the Grand-Mastership of Conrad von Jungingen, who is reported to have made the maritime Court of Dantzic so famous for its equitable decisions, that it became the court of favourite resort to the merchants and mariners of the eastern ports of the Baltic for the settlement of their maritime controversies. It is conceivable that a selection of Sea-Laws may have been made about this time for the use of the merchants and mariners of the Teutonic Order, who were established at Wisby, out of a Code of Laws, which was at that time in use at Dantzic, and which had been furnished by the Senators of Lubeck to the Master and Brethren of the Teutonic Order in 1254, and as twelve [1] of the fourteen articles, which form the first division of

[1] Six of these articles only are traceable to a more ancient source, namely to Westphal's Code of 1240. The Codes published in Broke's Observationes Forenses are less ancient.

Gemen's text of the Maritime Law of Wisby, are found in this Dantzic Code, they might well be reputed as of very high antiquity, and as such be deemed worthy of the appellation of the "Oldest Sea Laws." On the re-occupation of the island by the Danes in the fifteenth century, these Dantzic Sea-Laws would have been found by the Danes to be in use in the maritime courts of Wisby by the side of the Flemish and the Dutch Sea-Laws, and so they would have come to be received by the Danes as an integral part of the Sea-Laws of Wisby, and it may deserve remark that the island was still in the possession of the Danes, when Gemen's edition was published in 1505. It has already been stated, that a tradition was kept alive in Dantzic in the fifteenth century, that the text of the "Sea-Laws" in the possession of the town council of Wisby was a clearer and more intelligible text than the text in the possession of the town council of Dantzic, and that the town council of Dantzic requested, as a favour, to be furnished with a copy of those "Sea-Laws." The Sea-Laws transmitted from Wisby to Dantzic on that occasion appear to have been the Flemish and the Dutch Sea-Laws. There would be, obviously, no occasion for the town council of Dantzic to request to be furnished also with a copy of the Sea-Laws selected from the Code of the Teutonic Order, as the city of Dantzic was already in possession of the entire Code.

A more difficult question to determine is what is the precise meaning of the title prefixed to the Dutch Sea-Laws in the Editio Princeps of 1505. It will be seen on comparing the fortieth article of the Gotland Sea-Laws as printed in the present volume from the text of the Copenhagen MS. (p. 101), with the corresponding article of the Dantzic Code (p. 337), that the words "Dit is de "ordinancie de de Schipheren unde Koplude mit mal-"kander bogeren van schiprecht" (This is the ordinance that the shipmasters and the merchants resolved on amongst themselves on Shipping-Law) form part of

the text in both MSS., whilst the Dantzic Code has also a title of the same purport prefixed to the article. The Editio Princeps of 1505 has followed a middle course. It has nearly the same words prefixed as a title to the article, but it does not repeat them in the text.

It was evidently the object of the scribe of the Dantzic MS. to mark the Dutch Sea-Laws as a distinct body of laws from the Flemish Sea-Laws, which precede them in that MS. The Flemish Sea-Laws have, accordingly, their own distinguishing title prefixed to them, "Dit es "twater recht in Vlaenderen" (These are the Sea-Laws in Flanders). Each article also has prefixed to it "Dit "is tfonnisse" (This is the judgment), corresponding to the words, "C'est le jugement en ce cas," which precedes each article in the original Anglo-Norman version of the Judgments of Oleron. The Dutch Sea-Laws, on the other hand, have prefixed to them this short introduction, "Hier beghint die ordinancie die die scipheers "ende die cooplude met malc anderen begheren van "scip recht" (Here begins the ordinance which the shipmasters and the merchants have requested in common on ship-law). The precise meaning of this title is open to some doubt, which might perhaps be partially solved, if we could determine accurately the sense in which the word "begheren" ought to be interpreted, whether it means "requested" in the sense, in which that word would be appropriate to denote that the Laws had been sent to Wisby or elsewhere in Sweden at the common request of the Dutch merchants and mariners, who had formed establishments there under the charter above mentioned of King Albert. The word "begerde" admits of being so interpreted and is used in the sense of "requested" in the next following 41st article of the Dutch Sea-Laws, and it is also used more than once in the same sense in the Stads-lag (Town-Law) of Wisby. On the other hand, M. Pardessus considers the word "begerende" ought to be interpreted to mean "resolved upon," in the

sense, that the assembled merchants and shipmasters made the ordinance by common resolution amongst themselves, which would allow of the Sea-Laws having been agreed to in an assembly of merchants and mariners collected either in some port of the Netherlands, or in the port of Wisby itself. Such may indeed be the proper meaning of the word "begerende" and M. Schlegel has relied upon this meaning of the word "begerende" in support of his contention, that the Sea-Laws, commonly called the Dutch Sea-Laws, were originally reduced into writing and approved in an assembly of merchants and shipmasters convened in the port of Wisby. But even if the collection of those Sea-Laws, in the form in which they exist in the Dantzic MS., was formally agreed to at Wisby at a meeting of merchants and shipmasters, their Dutch origin is proved by their contents. That the commercial dealings of the Flemings and of the Dutch in the market of Wisby were considerable at the commencement of the fourteenth century may be gathered from the provisions in the Wisby Town Law on shipping, Tit. iii., ch. xv. (p. 407) regulating the cloth-trade, and as Wisby had detached itself from the Hanse Confederation in the course of that century, she was commercially free to bring herself within the scope of the charter of King Albert. If it were possible to establish the authenticity of the paragraph, which Gemen has appended to the last article of his edition of 1505, namely, "Hyr endet dat Gotlandsche Water Rechte "dat de Gemeyn kopman unn Schippers geordineret unn "ghemaket hebben to Wisby, dat sik alle man hyr na "richten mach" (Here ends the Gotland Sea-Laws which the community of merchants and shipmasters have ordained and made at Wisby, that all persons here may conform to them), then an explanation may be readily suggested, which will reconcile the Dutch origin of the laws with the Gotland adoption of them. The title prefixed to the Dutch Sea-Laws may, in

that case, have been intended to identify them with the copy sent from Holland at the request of the Dutch merchants and shipmasters established at Wisby, and the concluding paragraph may have been intended to vouch for the acceptance of them by the merchants and shipmasters in their common assembly convened for that purpose in the port of Wisby. Of the mode of proceeding on such occasions a notable record has been preserved in the archives of Lubeck, which has been published in M. Lappenberg's edition of Sartorius, Urkundliche Geschichte des Ursprungs der Deutschen Hanse. Hamburg, 1830, ii. p. 152. It appears from this record to have been the custom at that time for the merchants frequenting the island of Gotland to assemble as occasion required in common council, and to pass resolutions having the force of law in their common interests. The record is in Latin, and the preamble shows that it was at that time recognised as an expedient practice to commit the more important laws to writing. "In Nomine Domini salutem. Cum varii "sunt humane fragilitatis eventus, et memoria homi-"num cum lapsu temporis labitur, ex majorum saga-"citate emanavit, ut si quid memorabile temporaliter "agitur ad successive posteritatis memoriam scripto-"rum testimonio transferatur. Notum sit igitur pre-"sentibus et futuris, quod ex unanimi consensu et "voluntate omnium mercatorum terram Gotlandiam "frequentancium, propter necessitatem communem que-"dam arbitraciones factæ sunt in hunc modum." Thereupon follow a series of resolutions prohibiting all persons under heavy penalties from purchasing or selling goods plundered from wrecked vessels, and excluding from the league of merchants (de societate seu consodalitate mercatorum) every city which should not enforce the prohibitions. The seal of all the merchants (omnium mercatorum) was affixed to the resolutions on the day of St. John the Baptist, A.D. 1287, in order to give

them perpetual force and effect. A special resolution was also included in the record directed against the city of Reval, which had refused to conform itself to the prohibitions, declaring it to be excluded from the fellowship of merchants, if it should not have complied with them before the next coming festival of St. John the Baptist.

The historical enquiry seems to lead to the conclusion that the origin of the first fourteen articles[1] of the Gotland Sea-Laws, instead of being properly attributable to Wisby, is clearly traceable to the rival city of Lubeck. They are, in fact, Sea-Laws which were observed in the middle of the thirteenth century at Lubeck, and concern its immediate neighbourhood, and of which copies were transmitted in the course of that century and the next following century by the senate of Lubeck to various trading cities on the shores of the Baltic, which were desirous of living under an uniform system of law for mercantile purposes. Wisby had been at the head of an earlier association of Baltic traders, and she had not so much endeavoured to group under her leadership the Baltic maritime cities as to open out for them a trade with the maritime cities of the North Sea and of the Atlantic Ocean. When Lubeck accordingly in due time from her vantage ground on the continent had acquired a preponderating influence and claimed to exercise a supremacy over the German trade in the ports of the Baltic, Wisby still continued to maintain an ascendency over the foreign trade from her natural position of advantage at the entrance of the Gulf of Bothnia, and her port was still frequented as a convenient entrepôt for the traders, who brought cloth and linen from

[1] The seventh article alone has not been traced to any known MS. of Lubeck Laws. It differs slightly from the eleventh, and it may well be of Lubeck origin, for it agrees in substance with Art. lxxxviii. of Westphal's Code of 1240.

Flanders and Holland, or wine and oil and salt from Acquitaine and Gascony, and who took back with them grain and planks, and tar and pitch and potash, which they received in exchange from the merchants of Sweden and of Finland and of Esthonia.

On the other hand, the immediate parentage of the second division of the Gotland Sea-Laws is clearly traceable to Flanders, although their origin is in a more remote degree traceable to Acquitaine. They are in fact the customs or judgments, which had the force of law amongst the merchants and mariners engaged in the wine trade between Flanders and the ports of the duchy of Acquitaine, and the reason for supposing that these Sea-Laws were introduced at Wisby through a Flemish channel and not directly from Oleron or from Rochelle is, that the name of the Flemish port of Sluys is inserted in them and has replaced the port of Bordeaux in several articles in the same way, in which we find the name of Sluys substituted for that of Bordeaux in what have been termed by Verwer the Judgments of Damme. These latter Judgments are an early Flemish version of the Judgments of Oleron translated for the use of the maritime tribunal of Damme, the Flemish entrepôt of the wine trade with France. The frequent reference to the port of Sluys sets a limit to the antiquity of the Flemish, equally as of the German text of these Sea-Laws. The town of Sluys (Ecluse) derives its name from certain sluices or floodgates constructed towards the end of the thirteenth century at Lamminsvliet on the Swyn, a small village nearly opposite to Mude, which latter place was the official residence of the "Bailli de l'Eau" of the Counts of Flanders. At what precise period these sluices or floodgates were constructed is not historically certain, but there is no mention of Sluys by name earlier than A.D. 1296, according to Mr. Pardessus, under which year it is mentioned in the Dutch Chronicle of Melistokke. That the sluices

had not been completed, or at all events the name of Sluys had not come into use in A.D. 1290, may be inferred from a document lately published in "La Cou-"tume de la Ville de Bruges," tom. i., p. 260, edited under the auspices of the Belgian Government by M. Gilliodts van Severen, Bruxelles, 1874. This document, which bears date 23rd Nov. 1290, is a circular letter announcing that the sheriff and commune of the town of Lamminsvliete had accepted a charter from the Count of Flanders constituting Lamminsvliete a free town and its inhabitants free burghers, and authorising them to enjoy the same laws which Bruges enjoyed, with an appeal to Bruges as their chief town (kievetein). Another document in the same volume (p. 281) of the year 1303 contains a list of the smaller towns, which were dependent on Bruges as their chief town. They are twenty-seven in number, and whilst the names of Mude and Sluus are found in the list, Lamminsvliet finds no place in it. Lamminsvliet, however, is occasionally mentioned from time to time down to 1331, after which year no allusion is made to it in any charter, at least no such charter has been discovered, notwithstanding the researches of Mr. T. H. van Dale, formerly Archivist of Sluys, who has published a treatise on the history of the town of Sluys, Middelburg, 1871. The merchants of Germany, however, had established a flourishing trade with Flanders as early as in the middle of the thirteenth century. Hamburg, as we know from a statute of that city reputed to be of the year 1270, had established a commercial factory at Oostkerke, in close proximity to Damme, on the western bank of the canal, which leads from the Swyn to Damme, and Lubeck had also established a factory at Houcke, midway between Oostkerke and Mude, on the same bank of the canal, and the laws sent from Lubeck for the government of this factory, which are published in the present volume, p. 358, under the title of "Jus "Maritimum Lubecense in usum Osterlingorum," dis-

close, that Lubeck vessels were at that time engaged in the wine trade with Rochelle and in the wool trade with England and with Ireland, of which trade the factory at Houcke was the entrepôt. It need not therefore be matter of surprise that the new port of Sluys, which was constructed on the eastern side of the canal, nearer to the estuary of the Swyn than either Oostkerke or Houcke, should have become the favourite port of resort for the French and English merchants, who kept up an independent trade with Flanders, and that its commerce should have acquired so rapid a development, that in the middle of the fourteenth century Sluys should have become the chief entrepôt of the Gascony wine trade, and that the Flemish translators of the Maritime Customs, under which that trade was conducted, should have inserted the name of Sluys by the side of Bordeaux and Rochelle in the first article of those customs, and in other articles should have substituted the port of Sluys for the port of Bordeaux. Such a substitution appears to have been made in the text of the most ancient extant version of those customs in the Flemish tongue, which is preserved in the Purple Book of Bruges, and which has prefixed to it the title, "This is a copy of the "Rolls of Oleron of the Judgments of the Sea." The handwriting of this MS., in the opinion of M. Gillodts van Severen, the Archivist of the city of Bruges, is of the latter half of the fourteenth century (1350–1380). The Editor has published the text of this MS. in the present volume (p. 304), as a specimen of the oldest Flemish version of the Oleron Sea-Laws, and for the further reason that it is the most ancient MS. text of those Sea-Laws next to the two MSS. in the original Anglo-Norman tongue, which are preserved in the Record Room of the Guildhall of the city of London. A fac-simile of the earlier of the Guildhall MSS. is prefixed to the present volume, in which there is a remarkable reading, which deserves attention, at the conclusion of the eighteenth

article, namely, "Et ceo est la custume en ceo cas," instead of the ordinary conclusion of each article, "Et "tel est le juggement en ceo cas."

It is thus placed beyond doubt that the Oleron Sea-Laws were received in Flanders, and were circulated in the Flemish tongue in the middle of the fourteenth century, sufficiently early to allow of their being introduced at Wisby under the title of "Sea-Laws in Flanders," in pursuance of the charter of King Albert of Sweden. The question how the Dutch Sea-Laws, which form the third division of the Gotland Sea-Laws, came to be reduced into writing is more difficult of solution. It can hardly be doubted that the text of this division of the Gotland Sea-Laws, which is preserved in the Copenhagen MS., No. 3123, in the Royal Library (p. 101), and which for the purpose of this inquiry may be taken to be identical with the text of the older MS. preserved at Dantzic (p. 331), has been originally derived from Amsterdam. Both of them have a common feature of distinction from all the MSS. which are preserved in the Dutch archives, namely, that they consist of only twenty-six articles. The name of Amsterdam occurs in several articles as the port of arrival or of departure for shipping, and the fifty-fourth article of the Gotland Sea-Laws, which is the fifteenth article of the Dantzic MS., cannot well be referred to any but an Amsterdam source. "Likewise if "a ship loads in Scania or elsewhere, and she is bound "for Flanders or another market, and she comes to "Amsterdam from stress of weather or from want of "necessaries, and the master with his mate and two "mariners will swear that he has done it from necessity, "and the master cannot make the ship ready to sail out "again, he shall send forward the goods inland, the "master being at the expense of their carriage and the "merchants paying the tolls," p. 351. This article on the face of it would seem to have been devised expressly to meet the exigencies of maritime commerce between the

ports of Sweden and the ports of Holland and of Flanders in cases where a vessel bound from a Swedish port to a port on the Swyn has had to seek shelter within the Zuyder Zee, and has come up to Amsterdam for repairs or for supplies, and the details of the article are such in substance as would accord with the title prefixed to the Sea-Laws, namely, that they were regulations agreed upon in common between the shipmasters and the merchants. Difficulties, however, have been raised against any theory which would assign the compilation of these Sea-Laws to a period earlier than the fifteenth century. The most formidable difficulty on this head has been raised by Adriaen Verwer, who published a collection of Dutch Sea-Laws in 1711, under the title of Nederlants See-Rechten, Avaryen, en Bodemeryen, a second edition of which work was published in 1730. Verwer was of opinion that the references, which are made in the fifty-seventh and sixty-first articles of the Gotland Sea-Laws to the Marsdiep and the Vlie, were decisive that those articles could not have been drawn up before 1401, when the navigation of the Marsdiep channel into the Zuyder Zee became for the first time available for large vessels. Those articles, however, admit of an interpretation consistent with an earlier condition of the Marsdiep, as they may well apply to vessels which have taken shelter within the Zuyder Zee, and have brought up within the Vlie or the Marsdiep. The next most formidable difficulty raised by the same writer disappears, if his hypothesis should not be admitted, that they are Sea-Laws of the province of Holland. His argument is that the maritime commerce of the province of Holland was very inconsiderable in the fourteenth century, and could hardly have given rise at that time to a body of maritime customs of sufficient importance to be accepted as Sea-Laws in every port of the Zuyder Zee and of the Baltic. But there is no internal evidence in these Sea-Laws, which requires us to refer their origin to the province of Holland, although there may be in-

ternal evidence, which designates Amsterdam as the port whence they originated. Amsterdam had in fact acquired a position of great commercial importance before it was incorporated into the province of Holland. The construction of the dam on the river Amstel, which was the foundation of the port of Amstelredam, dates from about A.D. 1204, at which time Gijsbrecht II., who was the feudal lord of Amstelland, built a castle and a dyke at the mouth of the river Amstel. This dyke or dam gave its name to the town, which under the fostering care of the lords of Amstelland became a port of considerable activity, and obtained in 1275 the privileges of a free port for Holland and for Zealand. Before this time, as we learn from a law of Hamburg reputed to be of the date of 1270, the German traders with Utrecht, then celebrated for its fine cloths, had been accustomed to carry on their trade with that city by way of the river Vecht, which empties itself into the Zuyder Zee, near Muiden, a little to the eastward of Amsterdam; but this trade was exposed in winter to some risk, as seagoing vessels could not ascend the river higher than Marsen, a village on the banks of the river Vecht, some little distance from Utrecht, where they were frequently caught in the ice. The liberty of importing goods intended for the markets of Holland free of duty at Amsterdam could not but attract to the new port the German merchants, who traded with Utrecht and other towns of Holland, and the treason of the Lord of Amstelland against Count Floris of Holland brought about the subjection of Amstelland to Holland in 1295, and its subsequent union with the province of Holland in 1315. It is not, however, between different countries so much as between different towns that commerce was carried on and commercial associations were formed in the thirteenth and fourteenth centuries, and thus we find Amsterdam a member of the Hanse League in 1358 at the head of the towns of the Zuyder Zee, which are spoken of as furnishing a distinct contingent in 1368 to

the fleet of the League, apart from that of Holland and of Zealand. There would thus appear to be no good grounds for holding, as Adriaen Verwer holds, that the trade of Amsterdam was not sufficiently important in the fourteenth century to have given rise to customs of navigation worthy of being reduced into writing; for the Dutch Sea Laws, if analysed, will be found to embody customs not all of Dutch origin, nor peculiar to the trade of the Zuyder Zee, but of which several were connected with the wine trade of France and the grain trade of the Baltic, mixed up indeed with customs applicable to the trade of the Zuyder Zee, which may have had their origin in the trade of the ancient ports of Friesland, such as Stavern and Campen, which had become associated with the Hanse League at a somewhat earlier period than Amsterdam. There are MSS. of the Dutch Sea-Laws, which bear the title of Laws of Stavern, one of which is preserved at Hamburg and another at Copenhagen. There were MSS. known to Adriaen Verwer, which bore the title of Laws of Enchuysen, a maritime town of North Holland on the Zuyder Zee, the commercial importance of which, equally as of Stavern, is matter of history. There is a MS. of an earlier date than the MSS. of Stavern and of Enchuysen, which is preserved in the archives of Kampen, also an important port of the Zuyder Zee in the fourteenth century. In all of these MSS. Amsterdam is the only Dutch port, at which vessels arrive or whence they depart, and there is a further argument, which seems almost conclusive of Amsterdam being the port where these Sea-Laws were first reduced into writing, and whence they were circulated, namely, in the archives of Amsterdam there was preserved, in the book of the usages of the town (Keurbook), a very ancient text of these Sea-Laws, in which Amsterdam is only mentioned once by name, and in its place the general words "any port of trade" (eniger coepstede) are five times used.

There is, however, an objection of some weight, which

may be raised against the theory of the Dutch Sea-Laws having been reduced into writing in the fourteenth century, namely, that no MS. of them has been preserved, which is in a handwriting of that century. This is an objection, however, of a kind to which all the famous collection of mediæval Sea-Laws are alike exposed. There is no reason to believe that a M.S. exists of any famous mediæval Sea-Laws, which is contemporaneous with their first reduction into writing. That they existed for the most part in the form of unwritten customs, handed down by oral tradition from one generation of mariners to another, before they were reduced into writing, is probable in most cases, and even where we have historical data as to the time when they were first reduced into writing as Customs of the Sea, or as Judgments of the Sea, we have no contemporaneous MSS. of them. The oldest known MS., for instance, of the Rolls of Oleron, is the MS. preserved in the Record Room of the Guildhall of the city of London, of which a fac-simile is prefixed to the present volume, but the handwriting only goes back to the early part of the fourteenth century. It is earlier no doubt than the MS. of the Flemish version of the Rolls of Oleron, which is preserved in the Purple Book of Bruges, and which is of the middle of that century. It is earlier than any MS. which exists of the Book of the Consulate of the Sea. It is earlier than any MS. which exists of the Maritime Laws of the Latin kingdom of Jerusalem, whilst as regards the Ordinances of Trani, of which the date is possibly A.D. 1063, no MS. is known to exist, and the preservation of their text is due to the accident of a copy of them being in the possession of a distinguished citizen of Fermo, who caused them to be appended in print in A.D. 1509 to the Statutes of the city of Fermo. Even the famous Amalphitan Table, which may have been of an earlier date than the Ordinances of Trani, has only been preserved to us in a single MS., which is not more

ancient than the sixteenth century. The negative objection would thus appear to be of little weight as far as regards the non-existence of any MS. of the Dutch Sea-Laws in a handwriting of the fourteenth century. But there are MSS. of the early part of the next century, the text of which differs somewhat from the texts of the Dantzic MS. and of the Copenhagen MS. The Editor had at one time entertained a hope that there were two MSS. in existence in Dutch archives, which would prove to be in a handwriting of the fourteenth century. M. Pardessus has in fact stated in his second notice of the Dutch Sea-Laws (Lois Maritimes, tom. iv., p. 8) that there is a MS. of them at Dordrecht, which is probably of the fourteenth century. The Editor has accordingly obtained, through the kindness of Dr. Bredius, the representative of the city of Dordrecht in the Second Chamber of the States General, a fac-simile of a portion of the text of this MS. which is printed in a Dutch collection of ancient handwritings, "Proeven van oud "Nederduitsch Schrift, uitgegeven door di Maat-schappij "tot Nut van 't Algemeen," and has submitted it to the judgement of experts in England more skilled than himself in the knowledge of ancient handwriting, and they agree in pronouncing the writing not to be of an earlier period, than the first half of the fifteenth century. On the other hand the Editor has been favoured, through the kindness of Dr. Nanningulletterdijk, the Archivist of the city of Kampen, with a fac-simile of the MS. preserved in the archives of that city, which is on parchment and has the repute of a fourteenth century MS., but although it is better written and the writing is probably somewhat earlier in point of time than the Dordrecht MS., it cannot safely be referred to a period earlier than the commencement of the fifteenth century. But the existence of these MSS. is not a circumstance adverse to the greater antiquity of the Wisby version of the Dutch Sea-Laws, for these MSS. contain six additional articles, which are not found

in the Dantzic MS. nor in the Copenhagen MS. No. 3123, and their text would on that account seem to be more modern than the text, which was received at Wisby. In fact the existence of these MSS. makes it difficult to understand, how a text without these additional articles came to be received at Wisby and at Dantzic as the best text of the Dutch Sea-Laws, unless the first reception of that text in the Baltic ports took place in the fourteenth century, before the additional articles had been appended to a more primitive text, such as may have been originally agreed upon by the merchants and mariners assembled in the port of Amsterdam. Further, the opinion that the text of the Dutch Sea-Laws, such as we find it to have been received at Wisby, was the primitive text of those laws, also finds countenance in the circumstance, that when the Maritime Laws of Wisby, as printed at Copenhagen in 1505 from a MS. containing that primitive text, came to be circulated in Germany and in Holland in the sixteenth century, it was considered in those countries to be incomplete in respect of its version of the Dutch Sea-Laws, and accordingly an enlarged edition of the entire collection of Sea-Laws was published at Lubeck in 1537,[1] under the same title of the Maritime Laws of Wisby, in which the additional articles of the Dutch Sea-Laws are inserted before the two concluding articles, which are Lubeck Sea-Laws. No copy of the Dutch translation of the Maritime Laws of Wisby, which Hadorph states to have been published at Amsterdam under that title in 1532, is known to exist, otherwise it might be found that the publisher of that translation had anticipated the Lubeck editor, and had set him the example of incorporating the six additional articles, as making the version of the Dutch Sea-Laws more complete.

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[1] A copy of this edition, published by Jürgen Richolff Wanhafftich in den Molenstaten, int. jar. 1537, is preserved in the library of the Chamber of Commerce at Hamburg.

Such a course we find to have been adopted in the most ancient extant edition of the Maritime Laws of Wisby in the Dutch tongue, namely, the edition published at Amsterdam, by Cornelis Claeszoon, in 1588, to which reference has already been made as being preserved in the Library of the University of Copenhagen. There is no difficulty in accounting for the non-appearance in the Dutch archives of any MS. of the primitive text. It has been the general fate of the older and more meagre collections of Sea-Laws to be thrown aside, when newer and more complete collections have been formed, and it will be found as a matter of fact to be the general case, that we owe our knowledge of the early laws of most countries to texts, which have been preserved in foreign archives, into which no rivals of newer fashion have found their way, so as to cause a depreciation of their value, and perhaps even to bring about the destruction of them as worthless.

M. Hadorph in the same preface to the edition of the Maritime Laws of Wisby published in 1689, in which he speaks of a Dutch translation of those Laws having been made at Amsterdam in 1532, also states that an English translation of them was printed in 1536. No clue whatever to such an English translation of them has been hitherto discovered. The work is not known to exist in any public library in England, nor has the name of it been found in any catalogue of English printed books, and the earliest known English version of the Wisby Sea-Laws, such as it is, is found in a work entitled "A General Treatise of the Dominion of the Sea "and a Complete Body of the Sea-Laws. 2nd edition, with "large additions and improvements. London." There is no date attached to this work either at the beginning or at the end, but in the Appendix p. 91, reference is made to "an Act passed in the last session of Parliament," namely, an Act for the encouragement of the trade with America, which proves to be 6 Anne, ch. xxxvii., so that

the date of the work would be A.D. 1709. It appears from the Preface that there had been an earlier work published on a similar subject, of which the date is not given, but there can be no doubt that it was a work with nearly the same title, namely, "a General Treatise "of the Dominions and Laws of the Sea," printed in London in 1705, with the name of its author, "Alexander "Justice," appended to the Dedication. This work is very rare, but a copy of it is preserved in the Library of the Admiralty at Whitehall, and it is mentioned in the catalogue of that library recently compiled by the Librarian, Mr. Richard Thorburn. The edition of 1705 is dedicated to the Consort of Queen Anne, Prince George of Denmark, who was at that time Lord High Admiral, but who died before the edition of 1709 appeared, which is dedicated to his successor, Thomas Earl of Pembroke and Montgomery, but by some strange accident the name of the author is not appended to the dedication of the edition of 1709, and as there is neither name nor date inserted in the title page of this latter edition, it is frequently cited as an anonymous publication, and sometimes as published in 1705. A copy of the work published in 1709 is preserved in the Library of Lincoln's Inn. It is a scarce book, but it is to be met with occasionally in public sales. The Preface treats the work published in 1709 as a second edition of the earlier work, but the writer of the Preface admits that "two "thirds of the old edition does not appear in the work "of 1709, and that in its place new matter has been "added." "The Rhodian Laws," he says, "are pre-"served as set out in the first edition, but as to the "Laws of Oleron great improvements have been made; "the undertakers having, since the first edition was "published, met with a book entitled 'Les Us et Cou-"'tumes de la Mer,' the Usages and Customs of the Sea, "printed at Roan and dedicated to the first President "of the Parliament of Normandy: wherein a correct

"copy of those laws is inserted, together with large "observations upon them; all of which have been faith-"fully translated into English, and will without doubt "please and inform the reader." The book referred to in this passage, as printed at Roan, is Cleirac's work on the Usages and Customs of the Sea, of which a third edition was printed at Rouen in 1671, the first edition of the work having been printed at Bordeaux in 1647.[1] "To these laws," the Preface goes on to state, "are "added those of Wisby, with a short account of the "rise and fall of that trading city, once the most flou-"rishing in the world. These laws were not in the "former edition, and as they are of great importance for "the use of them in marine affairs, they will doubtless "be acceptable to the reader."

This Preface is noteworthy on several accounts. In the first place, it illustrates the method by which the ancient authentic texts of the old Sea-Laws came to be superseded by enlarged texts of later date, which were put forward by their editors as improvements on their more meagre predecessors, and as more complete copies. It is remarkable, however, that the editor of these Sea-Laws of 1709 should have omitted all reference to the enlarged edition of the Oleron Sea-Laws, which had already been printed in London in 1661 as an appendix to Dr. John Godolphin's "View of the Admiralty Juris-"diction," and which purports to have been rendered into English out of Garsias, alias Ferrand. It is unknown from what source Cleirac equally with Garsias derived his enlarged text, but it would seem that the authority of Cleirac's name acquired for his text in England a preference over Garsias' text, as Cleirac's text was authoritatively received in the High Court of Admiralty of England during the judgeship of Sir Leolyn

[1] The second edition of Cleirac's work was published at Bordeaux in 1661.

Jenkyns. This fact may be inferred from an English translation of Cleirac's text being inserted by Mr. Thomas Bedford in his English translation of the Black Book of the Admiralty in preference to a translation of the ancient text of the Laws of Oleron, which is in the Black Book itself; and as Mr. Thomas Bedford was Registrar of the High Court of Admiralty, and dedicated his translation of the Black Book to Sir Leolyn Jenkyns, it may be presumed that he so acted with the approval of that learned judge. Other circumstances have been mentioned in the Introduction to Vol. I. p. xv., which combine to show that Cleirac's version had become the established version of the Oleron Sea-Laws in the English courts before the publication of the "Compleat Body "of Sea-Laws" in 1709. In the second place, the Preface of the work of 1709 suggests that the English translation of the Laws of Wisby was a novelty, which would doubtless be acceptable to the English reader on account of the use made of those laws in marine affairs; and if the writer of this Preface had noticed Dr. Godolphin's earlier translation of the enlarged version of the Laws of Oleron, his silence as to any previous English translation of the Laws of Wisby would have been significant. All that can be said now is that the editor of the "Compleat Body of Sea-Laws" appears to have published an abridged version of the Wisby Sea-Laws, translated from a French Abridgment made by Cleirac from a Dutch translation of them, which contained only seventy articles. It seems probable that Cleirac derived his text from an edition of the "Boeck der Zee-rechten," as he cites a work under that title in the list of the works which he consulted, but as there were six editions of the Dutch "Book of Sea-Laws" published under the title of Boeck der Zee-rechten prior to 1647, and Cleirac gives no clue to the edition which he consulted, it is not easy to determine, except by a careful examination of the text of the respective editions, whether Cleirac

omitted by design two articles of the Dutch Sea-Laws, or whether their omission is due to the caprice or neglect of the author of the edition of the "Boeck der "Zee-rechten," which he consulted. The text of the Wisby Sea-Laws, as printed in the "Compleat Body of "Sea-Laws," is but a meagre substitute for the text of those Laws, to which reference is made by our earlier writers on Maritime Law. Molloy, for instance, in his treatise on Maritime Law, of which the second edition was printed in London in 1678, cites the Wisby Sea-Laws, under the title of "Leges Wisbycenses," in marginal notes referring to certain chapters, the numbers of which agree with the numbers of the corresponding chapters in the Gotland Sea-Laws, but there is no record of any Latin translation of the Wisby Sea-Laws having been made at so early a period. It is clear, however, from the numbers of the chapters, to which Molloy refers, that he did not refer to Cleirac's version of the Wisby Sea-Laws. He may, indeed, from an author's caprice, have used the Latin language in his marginal notes, as no Latin version of the Wisby Sea-Laws of so early a period is on record, for the earliest known Latin version of the Wisby Sea-Laws was published by Syndicus Brokes in his "Selectæ Observationes Forenses," printed at Lubeck and Altona in 1765. Brokes, however, states that he was not the author of the translation, but had purchased the MS. at a public auction (auctionis lege acquisivisse), and it is supposed that the MS. in question, is a Latin translation, to which reference is made by Lange in his Introductio in notitiam Legum Nauticarum, published at Lubeck in 1713, in these words: "Ipse quoque "non ita pridem illud in linguam Latinam transtuli." Lange's Latin version, however, does not appear to have been committed to print during its author's lifetime.

It seems to have been an impression in England at the commencement of the seventeenth century that the Wisby Sea-Laws were a collection of Dutch Sea-Laws.

Thus Welwood, an author of some fame, in his "Abridg-"ment of all Sea-Lawes," printed in London in 1613, describes them as a Dutch translation of the Laws of Oleron, and his description may furnish a clue to the tongue, in which they were first received in England. Welwood, indeed, having given an account of the Laws of Oleron as having been devised by them of the island of Oleron, where dwelt the *skilled skippers* in the law, by which controversies on the sea coast of France towards the ocean were ordinarily decided, goes on to say, "Now these Lawes of Oleron were afterward trans-"lated into Dutch by them of Wisby for the Sea-Use "of the Dutch coast." Whether Welwood ever had a copy of any Wisby Sea-Laws in his hands is open to reasonable doubt, for he makes only a single reference in a marginal note to the Wisby Sea-Laws. In a chapter on Privileged Ships (tit. 22) he writes, "And this is a "common privilege to all sorts of loaded and burdened "ships to have the nearest place to the shore for their "discharge and unloading, and therefore the ships "lightened to give them place;" and he appends to this passage a marginal note, "Wisbie, c. 10." No such provision, however, is found in any chapter either of the Laws of Oleron or of the Gotland Sea-Laws. But a volume of Dutch Sea-Laws was printed at Amsterdam by Barent Adriaensz in 1594, entitled "t Boeck van de "Zee-rechten," &c., which contained the Wisby Sea-Laws and various Dutch laws and ordinances on shipping matters, and Welwood may have found the passage which he quotes amongst these Dutch laws, for it has rather the character of a port-ordinance than of a Sea-Law.

The Editor has adopted the title of the Gotland Sea-Laws for the text of the Sea-Laws, which he has printed from the Copenhagen MS., for two reasons; first, because it is the title, which Godfrey of Gemen has appended to the Editio Princeps of 1505; secondly, because he considers the Gotland Sea-Laws to be substantially a distinct collection of Sea-Laws from those, which are

generally received as the Wisby Sea-Laws. The Gotland Sea-Laws, for instance, contain in their first division fourteen Sea-Laws of German origin, of which the seventh and the eleventh are omitted in the Wisby Sea-Laws, as printed at Lubeck in 1537. Secondly, the second division of the Gotland Sea-Laws, which contains the Laws of Oleron, is divided into twenty-five articles, whereas in the Wisby Sea-Laws of 1537 the Laws of Oleron maintain their original arrangement in twenty-four articles. Thirdly, the third division of the Gotland Sea-Laws contains twenty-five articles of Dutch Sea-Laws, whilst the third division of the Wisby Sea-Laws of 1537 contains six additional articles. Fourthly, the fourth division of the Gotland Sea-Laws contains two articles of Lubeck Sea-Laws, the first of which is printed in full, but of the second only the first sentence is printed in the Wisby Sea-Laws of 1537. M. Pardessus has preferred to designate both collections of Sea-Laws by the common name of the Maritime Law of Wisby, and to distinguish them as separate families, much in the same way as he has distributed the MSS. of the Oleron Sea-Laws into two families; but M. Pardessus was not aware of the existence of the Copenhagen MS. No. 3123, nor of the Dantzic MS. of A.D. 1447, so that the text of the Editio Princeps of A.D. 1505 stood alone in his opinion; nor was he aware that the title, "Here "begins the Supreme Maritime Law," which Godfrey of Gemen prefixed to the edition of 1505, is not found in any MS. of the fifteenth century. It would conduce to greater historical clearness, in the Editor's opinion, if the two families should be distinguished by different local names, and the older name of the Gotland Sea-Laws should be assigned to the older collection of Sea-Laws, more especially as the Lubeck edition of 1537 is, according to M. Pardessus, the oldest extant collection of Sea-Laws, which bears on its first page a title announcing, that they are the Sea-Laws agreed upon at Wisby.

The Teutonic Order of Knighthood, which came to

figure so remarkably in the fourteenth century in the history of the Island of Gotland had its origin during the time of the Fourth Crusade, when Guy Lusignan, the Latin king of Jerusalem, lay with his army before the city of Ptolemais or Acre, which he recaptured from the Saracens after a two years' siege. The nucleus of the Order is said to have been a charitable fraternity of Germans composed chiefly of citizens of Bremen and of Lubeck, which distinguished itself highly during the siege of Acre by the assistance, which it afforded to the sick and wounded of the German army. Upon the surrender of the city Frederick, Duke of Suabia, who had assumed the command of the German army before Acre on the death of the Emperor Frederick Barbarossa, sent an ambassador to the Emperor Henry VI. and to the Pope Celestinus III. entreating their sanction to the incorporation of the German Fraternity into an Order of Knighthood after the example of the Order of the Knights Hospitallers of Jerusalem, which had its headquarters at Jerusalem. The Pope and the Emperor concurred in granting the Duke's request, and thereupon the Teutonic Order was constituted, A.D. 1191. The first Master of the Order was Henry Waldpot described by some writers as a citizen of Bremen, by others as of Bassenheim and of a noble family from the Rhine, who as soon as the Crusaders had established themselves in Acre, built a hospital and a church in that city, and Acre was thereupon constituted the headquarters of the Order. The fourth master of the Order was Hermann von Saltza, a leader of high capacity and enterprise, under whose government the Order acquired great honor and great possessions in Apulia, Romania, Armenia, Hungary, and Germany. The Order finally established itself during his Mastership at Culm in West Prussia in 1229, and in 1237 incorporated into itself the German Order of "the Swordbearers" (Ensiferi), which had been instituted by Albert, Bishop of Livonia, in 1204, under the sanction

of the Emperor Henry VI. and the Pope Innocent III. This German Order, which derived its name from the great swords with which the knights were armed, was instituted to assist the Bishop in conquering Livonia from its Pagan inhabitants. The Order became subsequently involved in war with the Danes, who had occupied Courland, and who under the leadership of King Waldemar II. had invaded Livonia in 1219, and although it succeeded in expelling the Danes from Livonia, it found itself subsequently so hard pressed by the Pagan Lithuanians, that it resolved to unite itself with the Teutonic Order by a compact solemnized in the presence of Pope Gregory IX. on 14 May 1237 at Viterbo in Italy, and thus the Teutonic Order became established in Livonia as well as in Prussia before the conclusion of the first half of the thirteenth century. The year 1254 was a remarkable year in the history of the Teutonic Order. Upon the union of the two Orders a Provincial Master had been appointed to govern the Livonian branch of the Order under the title of Heer-Meister, who was subordinate to the High Master in Prussia, and the business of the Heer-Meister, as the name imports, was to lead the army of the Order against the Pagan Lithuanians, with whom they were engaged in almost unceasing hostilities until 1254. In that year the persuasive counsels of the fourth Heer-Meister Andreas Stuchland were successful in inducing the Pagan Duke of Lithuania to embrace the Christian religion and to undergo at the hands of Pope Alexander VI. the ceremony of being crowned as the first Christian king of Lithuania, and it happened in the same year (A.D. 1254) that the senators of Lubeck sent certain of their Laws to their friends, the Worthy Master and Brethren of the Teutonic Order of Livonia, at their special request. The Code of these Laws, from which the maritime laws have been selected, which are printed in the present volume, (p. 286), is preserved in the Library of the University of

Gottingen. It would appear from the researches of the Chancellor E. J. de Westphalen, (Monumenta Inedita Rerum Germanicarum, tom. III., p. 638,) that the laws of Lubeck were first drawn up in the German tongue in 1240, at least that is the date of the earliest German code of those laws, preserved in the archives of the city of Lubeck. Copies of certain Laws of Lubeck, which had been confirmed by the Emperor Frederick II. in 1226, had been sent by the consuls of that city to Kiel in 1232, and to Oldenburg in 1235, but the text of those copies is drawn up in Latin, which is also the language in which a copy of those laws was sent to Tonning in 1243. But the German tongue was rapidly becoming in the middle of the thirteenth century the language of the Laws of the German races, and the ascendency, which Lubeck acquired over the trade of the Baltic before the end of that century, was due, perhaps, as much to the superior wisdom of her judges as to the superior energy of her merchants. The Teutonic Order appears to have been at its zenith, when it established its supremacy over Dantzic in 1308, which it maintained until 1454, when Dantzic submitted itself to Casimir, King of Poland. The city of Dantzic, however, never ceased to be governed in its civil affairs by magistrates of its own choice, and it appears from the Register preserved in that city, that a Commercial Court was instituted there towards the end of the fourteenth century under the auspices of the High Master of the Teutonic Order, and that this Court in the early part of the fifteenth century decided causes between shipmasters and shipowners of Dantzic and those of foreign ports according to the Law of the Sea (nach dem Wasserrechte). It was for the use of this Court, that the Town Council of Dantzic seems by its letter of Monday after the Nativity of the Virgin A.D. 1447 to have requested the Town Council of Wisby to furnish it with a copy of its famous text of the Sea Laws, as mentioned above, p. xxxiii, that text of the Sea Laws containing

the Flemish and Dutch portions only of the so-called "Maritime Laws of Wisby."

That certain texts of the Flemish and Dutch Sea-Laws without any Lubeck Sea-Laws prefixed to them were in circulation in the Baltic ports and were received in Denmark under the simple title of "Sea-Laws" in the fifteenth century, may be inferred from the existence of two MSS. in a handwriting of the latter half of that century, one of which is preserved in the Library of the University of Copenhagen, and the other in the Royal Library at Stockholm. The former, No. 28 in the Arne-Magnussen collection, formed no part of the original Wisby Sea-Laws, and have only become connected with them through a misapprehension on the part of Godfrey of Gemen. Upon this view of the original character of the Wisby Sea-Laws it would seem that their high reputation was based on the fact that the Town Council of Wisby in the middle of the fifteenth century was possessed of a text of the Flemish and the Dutch Sea-Laws, which was considered to be the most accurate and the most authentic text of those laws known at that time in the Baltic ports. M. Pardessus, who had not the advantage of being acquainted with the MSS. preserved in the Scandinavian archives, which the researches of Professor Schlyter have more recently brought to light, has hazarded a conjecture, that the compilation of Sea-Laws published by Godfrey of Gemen in 1505 was the work of a person, who having met with a MS. containing the Flemish and the Dutch Sea-Laws, perceived that they did not provide for certain cases, for which provision was made in the Laws of Lubeck, and he accordingly made a series of extracts from one of the Lubeck Codes for the special use of the German ship-masters and merchants, and prefixed those extracts to the Flemish and Dutch Sea-Laws, so as to form what may be termed in modern parlance, "a Handy Book of "Maritime Law." On this hypothesis the editor whom

Godfrey of Gemen employed, if Gemen himself was not the editor of the text which issued from his printing press in 1505, must have devised the paragraph appended to Gemen's trade-mark, viz.: "Here end the "Gotland Sea-Laws, which the association of merchants "and shipmasters have ordained and made at Wisby "that all persons may regulate themselves by them." Professor Schlyter, however, very justly observes that the fact of this paragraph not occurring in any known MS. does not settle the question of its having been appended by Gemen to the body of Sea-Laws without adequate authority, for Gemen may have borrowed it from a MS. which is lost, or which is at all events at present unknown; or he may have obtained his information from some other source, which he considered to be trustworthy, and the circumstance of its having been announced for the first time by Gemen in a printed book does not render it less credible, than if it had previously obtained currency in MS. On the contrary, the statement seems rather the more trustworthy, as it was publicly announced in print at a time, when many persons then living must have had a knowledge of the truth or falsehood of the statement and would have been likely to denounce it, if false, whereas the statement gained adoption in the very countries, from whose laws the separate portions of the work have been derived, and where the title of his work would have provoked the strongest remonstrance, if it had not been susceptible of another interpretation, than that the Laws themselves had originated at Wisby.

There is, however, another point of view, from which the so-called Maritime Laws of Wisby may merit a further scrutiny, as there are some difficulties in the way of accepting as perfectly satisfactory the theory, that the superiority of an early text of the Flemish and the Dutch Sea-Laws, which had been received at Wisby in the fourteenth century, was the foundation of the great

renown of that city for its Sea-Laws. There are two MSS. preserved at Lubeck, to which attention has been directed both by M. Pardessus and by Professor Schlyter, but not precisely from the same point of view, from which the Editor now invites the attention of the reader. The earlier of these MSS. is of the date of 1533, and it is preserved in the archives of the City of Lubeck in the division known as the Museum of Dreyer, and its press mark is No. 65. The later MS. is of the date of 1537, and it was the property of Archdeacon Petersen of the Cathedral Church of Lubeck, when its contents were communicated to M. Pardessus. It now forms part of the collection of MSS. in the Gymnasium of Lubeck. The text of both these MSS. has so many features of similitude to the text of Gemen's edition of 1505, that Professor Schlyter considers the text of the MSS. to have been copied from the printed text of that edition, in consequence of the edition itself having become very scarce. But the Editor ventures to think that the two MSS. have so many peculiar points in common, in respect of which they do not agree with the printed text of 1505, that they may justly be regarded as members of another family, and as such entitled to an independent weight in the settlement of a literary controversy. For instance, they do not agree with the edition of 1505 as regards the number of articles of the first or German division of the Sea-Laws, as they omit the seventh and the eleventh articles of Gemen's collection. They do not agree with the edition of 1505 as respects the second or Flemish division of the Sea-Laws, as they omit the twentieth and the twenty-fourth and the thirty-eighth articles of Gemen's collection, whilst they also differ from the edition of 1505 as regards the third or Dutch division of the Sea-Laws, inasmuch as they divide the forty-eighth and the sixty-second articles each of them into two articles, and so make up altogether a series of Sea-Laws consisting of sixty-three articles. The edition

of 1505 on the other hand contains sixty-six articles, five of which are totally wanting in both the Lubeck MSS. If it were indeed merely in respect of the omission of certain articles that the Lubeck MSS. fell short of being true copies of the Editio Princeps of 1505, the defect in the Lubeck MSS. might be attributable to the carelessness of the scribe of the MS. of 1533, which may have misled the scribe of the MS. of 1537, and it would simply be an instance of a man who could see well following as a guide through a thicket a man of imperfect vision, and both falling into the same pit. But the two MSS. have many peculiar features in common, which are not traceable to the edition of 1505. For instance, the MS. of 1533 has prefixed to it the rubric: "Hyr be-" gynnet dat water effte see recht, unde ys dat oldeste " unde hogeste recht van Wyss-büw" (Here begins the water or sea law, and it is the oldest and highest law of Wisby); whilst the MS. of 1537 has a very similar rubric prefixed to it: "Hyr begynnet dath water effte " see recht unde ys dat hogeste unde dat oldeste water " effte see recht van Wysbüw" (Here begins the water or sea law, and it is the highest and the oldest sea law of Wisby). The edition of 1505, on the other hand, has a short title prefixed to it: "Hyr beghynt dat hogheste " Water Recht," without any reference to Wisby, and as this title is not found in any extant MS. of the fifteenth century, it has given rise to the opinion, that Gemen had access to a MS. which, if it has not been destroyed, still awaits discovery. It is equally unknown also from what source Gemen derived the paragraph, which he has appended to the edition of 1505, namely, "Hyr eyndet dat Gotlansche Water Recht " dat de gemeyne Kopman unde Schippers geordineret " unde ghemaket hebben to Wisby, dat sick alle man " hyr na richten mach," as it does not occur in any of the Copenhagen MSS., neither does it find a place in either of the Lubeck MSS. On the other hand, the MS.

of 1533 concludes precisely where the text of the edition of 1505 breaks off, namely, in the middle of the first sentence of the sixty-sixth article of the Copenhagen MS., No. 3123 (Gotland Sea-Laws, p. 127), and it exhibits the same additional words, "alzo wi vor ghesecht unde "geordineret hebben." The MS. would appear in this particular to have followed the text of the edition of 1505, but it has the further words "et cetera," which is a noteworthy distinction, as these words do not occur in the edition of 1505, and they are suggestive, that the scribe had before him a text which contained the complete article, as given in the Copenhagen MS. No. 3123. This idea is confirmed by the further fact, that the final rubric appended at the end of the last article of this MS. is not a copy of Gemen's colophon, nor does it describe the laws as the Gotland Sea-Laws. Thus we find subscribed to the last article in red letters first of all the words "Scriptum et completum anno 1533," and beneath them, also in red letters, this colophon: "Hyr endiget sick dat water effte zee recht dat de "gemeyne Kopman unde schyppers geordineret unde "ghemaket hebben to Wyss-buy dar sick alle manne "hyr na richten mach." The MS. of 1537 exhibits in like manner subscribed to the last article the following colophon in red letters: "Hyr endiget syck dat water "effte see recht dath de ghemeyne Kopman unde schyp- "pers geordineret hebben to Wisbuw dar syck alle "manne hyr na rychten mach et cetera. Ghescreuen "inth yaer na gades borth M.V$^{c}$. unde xxxvii. in urbe." It cannot well be denied that these colophons, although they concur in describing the preceding Sea-Laws as having been drawn up at Wisby, differ materially from Gemen's colophon. But there is a further feature of dissimilitude between these two MSS. and the edition of 1505, which seems to justify the view that the scribe of the MS. of 1533 had before him some other version of the Sea-Laws, than Gemen's edition of them. The

fortieth article, for instance, of Gemen's edition has prefixed to it as an introductory paragraph the words, "Dit "is de ordinancie de de gemene schipperen unde koplude "myt malkander begerende van schiprechte," and the article itself thereupon commences, "Tome ersten, weret "dat eyne schip breke, &c.," whereas the MS. of 1533 has no such introductory paragraph, but the article itself commences: "Item dit is de ordinancie de de gemene "schipperen unde koplude mit malkanderen begerende "van schypprechte dat men in Hollant, Zelant, Vlanderen, "holdende syn unde myt dat Wissbuy rechte, dat is "dat olste water rechte," and continues, "Tho den "ersten weret dar eyn schip breke," &c. The article may be thus translated: "This is the ordinance which "the associated shipmasters and merchants settled "amongst themselves on shipping law, which is observed "in Holland, Zeeland, Flanders, and with it the Wisby "Law, which is the oldest Sea Law," and it continues, "Should it happen that a ship breaks up," &c. In a similar manner the MS. of 1537 has no introductory paragraph, but the article at once commences "Item dyth ys de ordinantzie de de gemeyne Schyplude unde "koplude myth malk anderen begerende van Schypp-"rechte dat men yn Selandt Hollant Vlanderen holdende "syn unde myt dat Wyssbuw rechte dat ys dath "oldeste water rechte. Tho den ersten, &c." The translation of which is as follows: "This is the ordinance "which the associated shipmasters and merchants agreed "upon amongst themselves on shipping law, which is "observed in Seeland, Holland, Flanders, and with it the "Wisby law, which is the oldest Sea-Law." It is clear that these rubrics give a decided support to the view already expressed, that this Ordinance, which forms the third division of Gemen's Sea-Laws, is of Dutch origin, but they also speak of the Ordinance in terms, which imply that it is coupled with "the Wisby Sea-Law, which "is the oldest Sea-Law." It is accordingly found to be the fact in both those MSS. equally as in the Copen-

hagen MS. No. 3123, and in Gemen's edition, that the series of articles terminates with two articles, which are not of Dutch origin, and which have their counterpart in ancient laws in use at Lubeck in the thirteenth century.

It would thus seem that these two articles must be the laws or a portion of the laws, to which this rubric or introductory paragraph at the commencement of the third division points, when it speaks of the Wisby Sea-Law in connection with the Dutch Sea-Laws. The Copenhagen MS. No. 3123, for instance, which is older than the Lubeck MSS., has all the appearance of having been copied from a MS., in which there were additional articles, as its terminates with an "et cetera." It is also noteworthy that both the Lubeck MSS. have an "et "cetera" appended, in the case of the MS. of 1533, at the end of the last article, and in the case of the MS. of 1537, at the end of the paragraph appended to the last article. The presumption therefore, which arises on the face of the Copenhagen MS. that the two last articles are only a portion of certain laws, which were continued in the MS. from which the Copenhagen MS. was copied, is corroborated by the "et cetera," which is appended to both the Lubeck MSS. The question then arises what were the additional articles, which the scribe of the Copenhagen MS. has omitted. The editor of Gemen's text, which up to this point harmonises with the text of the Copenhagen MS., has deemed it superfluous to set out the text of the last article in full, and, having finished the first sentence of it, has broken off the text with the words "as we have before said and ordered." (Gotland Sea-Laws, p. 126.) His example has been followed in in the same words by the scribes of the two Lubeck MSS. On referring to what "has before been said and ordered" in Gemen's text, it will be found, that the last article of Gemen's text, which is thus broken off abruptly, is a repetition of the first part of the first article of the entire collection of Sea-Laws, the language of the articles being slightly varied, as if derived from an independent

source. In a similar manner it will be found, that the last article of the Copenhagen MS. is a repetition of the first article of the entire collection, the phraseology of the text being also in this case slightly varied. It thus appears probable that there were earlier MSS. which contained a series of articles in continuation of the Dutch Sea-Laws identical with those, to which Gemen has assigned the first place in the division of his Sea-Laws. It is here indeed that the historical importance becomes evident of the Rubrics, which in both the Lubeck MSS. are prefixed to the Sea-Laws, and which in the opinion of the Editor have not received adequate attention from German and Scandinavian scholars, namely the Rubrics, which at the commencement of both MSS., announce that " here begins the Water or Sea Law and it is the highest " and oldest Sea Law of Wisby," in other words which declare the Sea-Laws in the first division to be " the oldest " Wisby Sea-Laws." If these Rubrics are to be interpreted literally, it follows that the first division of Gemen's Sea-Laws, which have been hitherto spoken of as Laws of Lubeck, are identical with the oldest Sea-Laws of Wisby. Such a coincidence appears to the Editor to be by no means improbable, and it would serve to explain how the final paragraph, which Gemen has appended to his text, as well as the paragraphs appended to both the Lubeck MSS., are susceptible of an explanation, which renders it no longer difficult to reconcile them with the indisputable fact, that the Ordinances which constitute the bulk of the third division of Gemen's text are Laws of Dutch origin. These final paragraphs have been derived from an older MS. in which the Sea-Laws, which Gemen has placed at the head of his collection, followed the Dutch Sea-Laws. If the Rubrics at the head of the third division of the Sea-Laws in the two Lubeck MSS., which announce that the following articles contain the Dutch Sea-Laws with the Sea-Laws of Wisby, are construed with due reference to the paragraphs at the end of the articles, the conclusion is inevitable that the older

MS., from which they were copied, commenced with the Dutch Sea-Laws and ended with the Wisby Sea-Laws, and that when the text of this older MS. was copied to form a sequel to the Sea-Laws inserted in the earlier part of the Lubeck MSS., the bulk of the Wisby Sea-Laws was omitted, as having already found a place in the MSS., whilst the final paragraphs were retained with an "et cetera" inserted before the paragraph in the MS. of 1533, and after the paragraph in the MS. of 1537. There is no chronological difficulty in the way of adopting this comparatively easy solution of an intricate problem, which cannot be said to be solved by the popular theory.

It may be properly matter of explanatory statement to observe, that each of these Lubeck MSS. is written on paper and forms part of a quarto volume, which contains in the first part of it a collection of Laws of the City of Lubeck and in the last part of it the Sea-Laws of Wisby. Dr. J. W. Hach has given a very full account of both these MSS. in his "Alte Lübische Recht, Lubeck, "1839, Einleitung, §. 12," in which he shows that the MS. volume of 1533 contains the Lubeck Code of Laws, which has been published by H. Brokes under the title of "Primus Codex" in the appendix to his work "Ob-"servationes Forenses, Lubeck et Altona 1765," whilst the MS. volume of 1537 contains the second Lubeck Code of Laws, which is published by H. Brokes under the title of "Alter Codex." The Lubeck Code in either MS. is followed by the Code of Sea-Laws, to which is prefixed the Rubric already cited "Here begins the Water or Sea-"Law, which is the highest or oldest Sea Law of Wisby."[1]

[1] It may be convenient to the reader who may have occasion to refer to Brokes' work, to be informed that the Code of Lubeck Laws, which Brokes has printed in his Appendix, under the title of "Tertius Codex," is contained in another MS. preserved in the same Registry at Lubeck, and that in this third MS. volume there are no Sea Laws.

It is incredible that the writers of these two Lubeck MSS. should have introduced into them a body of Sea-Laws under the title of the "Oldest Sea Laws of Wisby," which had no just claim to be so entitled, when the collection of Lubeck Laws, which preceded them, would have borne witness in the case of the MS. of 1533, that six articles of the Wisby Sea-Laws were to be found in the roll of the Lubeck Laws, and in the case of the MS. of 1537 that thirteen out of the fourteen articles of the Wisby Sea-Laws were to be found in the second roll of Lubeck Laws, constituting the "Alter Codex" of Brokes' collection.

It has been observed, that there is no chronological difficulty in holding the first division of the Gotland Sea-Laws to be the most ancient portion of the collection. Twelve out of fourteen articles in that division are found in the Code sent from Lubeck to the Livonian branch of the Teutonic Order at Memel in 1254. One article, which is the seventh, has not been found in any existing Code of Lubeck Laws, whilst the article in the last division of the Gotland Sea-Laws, which precedes the final article, has not found a place in the first division by the side of the final article, which takes rank as the first article of the first division. But this article (the sixty-fifth, p. 125), contains a very ancient Sea-Law, which was observed at Lubeck in the thirteenth century, and which was communicated by the Consuls of Lubeck to the Consuls of Hamburg in 1256 or 1261 and recommended to their observance. The law is thus set out in a Latin letter from the Consuls of Hamburg acknowledging the receipt of it:

"Item ubicunque quis alium advelat, quod dicitur "'angheseghelet,' et dampnum fecerit eidem, cum idem "culpaverit eundem hoc voluntarie fecisse; si idem "audet supra reliquias jurare, quod fecerit sine suo "consensu, medietatem dampni persolvet prout ostendere "possit bonis viris ydoneis et probare. Si vero non

" fuerit ausus jurare, tunc debet dampnum, quod fecit, " totaliter emendare."[1] A reference to the 65th article of the Gotland Sea-Laws, p. 125, will show how close the parallel is between that article and the Latin text of the Lubeck Law, and that this rule of dividing the damage in the case of the accidental collision of vessels was of ancient observance amongst the associated shipmasters and merchants of Lubeck and of Wisby, may be inferred from its provisions being embodied in the Maritime Law sent from Lubeck to the Osterling factory on the Swyn in Flanders A.D. 1299. (Maritime Law of the Osterlings, Article XXIII., p. 373.)

The opinion, that the Sea Laws, which form the first division of the so-called Maritime Law of Wisby, are the oldest Sea-Laws of Wisby, and that the second and third divisions of that collection of Sea-Laws are of Flemish and Dutch origin respectively, which were introduced at Wisby and in other ports of the Baltic in the fourteenth century, whilst the first division had been adopted in the thirteenth century at Wisby itself in the common assembly of the Associated Shipmasters and Merchants of Wisby and of Lubeck, is far more reasonable than the popular opinion. The latter attributes the compilation of the Gotland Sea-Laws to the fraud or blunder of Godfrey of Gemen, who having found the Baltic Sea-Laws in accidental juxtaposition with the Flemish and the Dutch Sea-Laws in one and the same MS. volume, thought it would redound to the honor of his printing press to publish the entire collection of Sea-Laws as the Gotland Sea-Laws, as being under that name a suitable companion to the Laws of Zealand and the Laws of Skaane, which issued from his press in the same year. The Editor has always felt that this theory has something radically unsatisfactory about it, as it makes other printers the accomplices of Gemen in a great comedy,

[1] Lappenberg, Urkundliche Geschichte des Ursprungs der Deutschen Hanse, p. 94.

if not in a great fraud; for if Gemen made a blunder originally, his contemporaries in Germany and in Holland, who propagated it, must have concurred in propagating what they knew to be a deceit. It is quite possible that the epithet "Gotland," as descriptive of the Wisby Sea-Laws, may have originated with Gemen, and that the reason why he gave his collection of Sea-Laws that distinctive appellation, was that he was engaged in 1505 in printing the laws of the various Danish provinces under their distinctive names; and as Wisby was at that time under the dominion of Denmark and the capital of Gotland, the Sea-Laws of Wisby were appropriately described in his series under their provincial name. That name, however, as we have seen, does not occur in either of the Lubeck MSS. On the other hand, there are no adequate grounds for supposing that Gemen invented out of pure caprice the entire paragraph, which is appended to the last article of his text, affirming that the Sea-Laws preceding it had been agreed upon at Wisby. The final paragraph in both the Lubeck MSS. is precisely of the same tenor.

Further, the opinion that the first division of the Gotland Sea-Laws, which precede the Flemish Sea-Laws, are the oldest Sea-Laws of Wisby, is also recommended to our acceptance by the circumstance to which reference has been already made, viz., that the magistrates of Amsterdam made a formal report in 1570 to the king's government respecting the laws and customs observed in that city. "There are observed, " also, in the aforesaid town," is the language of the report, "a maritime law in matters touching navigation " and maritime commerce, to which are applied the " Customs of the Sea-Laws, partly by ordinances of " their Majesties and partly in accordance with the Sea-" Law of Wisby (den waterrechte van Wisby), which " is in use and observance." The Ordinances here

alluded to are the Ordinance of the Emperor Charles V., of 19th July 1551, and of the Emperor Philip II., of 31st October 1563, which are printed in the Nederlants Seerechten of Adriaen Verwer immediately after the Wisby Sea-Laws. Verwer, it should be said, has adopted the theory, which the Editor considers to be the most consistent with probability, and has divided his text of the Wisby Sea-Laws under three heads, prefixing to the first division the heading "The proper Wisby Sea-Law;" to the second division the heading, "These are the "Judgments of the Sea-Laws at Damme in Flanders;" and to the third division, "This is the Ordinance which "the shipmasters and merchants agreed upon with one "another on Shipping Laws at Amsterdam."

But although Verwer had a clear appreciation of the true origin of the first division of the Wisby Sea-Laws, he was quite in error as regards the second division, which he held to be original Sea-Laws of Flanders or South Holland. But he was led into this error first by the phraseology of the Flemish Sea-Laws, in which the name of Sluys, the port of Damme, has been introduced either in substitution for or in addition to that of Bordeaux in several articles, thereby supplying, as it were, internal evidence of Sluys being the port of arrival or the port of departure contemplated by the framers of the judgments; and secondly, by the circumstance that the Judgments of Damme contain an article, which he believed was not to be found in the Judgments of Oleron. Verwer was led into an error on this latter point by having before him Cleirac's version of the Rolls of Oleron, which has omitted the thirteenth article of the original Judgments (vol. ii. p. 447), and which he supposed to be the most authentic French version of them. This question, however, has assumed a phase, since the discovery of the Flemish translation of the Rolls of Oleron preserved in the Purple Book of Bruges, which places Verwer, as it were, out of court, and renders his theory respecting the second

division of the Wisby Sea-Laws being original Sea-Laws of Flanders altogether untenable. With regard to the third division Verwer states that he had met with two MSS., in one of which the Dutch Sea-Laws purported to have been agreed upon at Amsterdam, in the other at Enckhuisen, and in the latter MS. the name of the port of Enckhuisen was substituted throughout in the place of Amsterdam. No manuscript is known to exist in the present day corresponding to Verwer's Enckhuisen MS., and Amsterdam occurs in all the printed Dutch editions of the Boeck der Zee-rechten. There are, however, two MSS. known to exist in which there is not the same frequent mention of Amsterdam or of any particular town, but both of these MSS. are in Dutch archives, and their text clearly contemplates a trade between ports in the Zuyder Zee and ports in the North Sea. After the exhaustive investigations of M. Biben and M. den Tex on the subject, which are printed in the "Bijdragen tot Regtsgeleerdheit en Wetgeving," tom. iii. and v., it is difficult to resist the conclusion that the "Ordinances of the Shipmasters and the Merchants" were reduced into writing at Amsterdam, and the circumstance of their being generally circulated in the Baltic may be due to the fact of Amsterdam having joined the Hanse Confederation of the Baltic cities at Dordrecht in 1358.[1] It should not be overlooked, that in the rubrics which precede the third division of the Sea-Laws in both the Lubeck MSS. as well as in the corresponding rubric of the Editio Princeps of 1505, the adjective "gemeyne" is prefixed to the nouns "shiplude "unde koplude," and that the same epithet is also introduced into the paragraph which is appended to the last article of the Sea-Laws. Now the adjective "gemeyne" was a distinctive epithet of the merchants and mariners

[1] Some writers place the accession of Amsterdam to the Great Baltic League so late as 1370.

of the Great Hanseatic League, of which as a political confederation the origin probably does not date further back than A.D. 1270, but the Great League was made up of minor associations, of which the most important in Western Germany had come into existence when the commercial cities on the Lower Rhine ranged themselves on the side of William Count of Holland, who on the death of the Emperor Frederick II. in 1250 disputed the Imperial Crown with Conrad, the son of the late Emperor. Mayence was at first the centre of this association, which included the merchants and shipmasters of Friesland and of Holland, but Cologne subsequently became the head-quarters of what may be appropriately described as the Rhenish branch of the Great Hanse League, which kept up its old head-quarters as its departmental centre, whilst Lubeck, Bergen, and Novgorod became in a similar manner the departmental centres of the Saxon or Low German, the Scandinavian, and the Russian branches of the Great League respectively, Lubeck being in addition the great centre of the United League. M. den Tex considers that the epithet "maente" which occurs in Article 60 of the Gotland Sea-Laws (p. 120) has the same signification as "gemeene," and that the article is intended to apply to vessels bound to ports of the Hanse Confederation. If M. den Tex's conjecture is well founded, then the adjective "gemeyne" in the rubrics which precede the third division of the Gotland Sea-Laws in the Lubeck MSS. may require to be construed in the same sense, and the admission of Amsterdam into the Great Hanseatic League may be an important circumstance to aid us in determining the period, at which the Amsterdam Ordinances were drawn up. But whatever may be the interpretation proper to be given to the introductory rubrics or paragraphs at the head of the third division of the Gotland Sea-Laws in the Lubeck MSS., it does not affect the final paragraph in its relation to the two

last articles which precede it, and as respects those two articles being a portion of the ancient Sea-Laws agreed upon at Wisby by the associated merchants and mariners in the thirteenth century. It may deserve remark, that, at the time when the more ancient Sea-Laws were drawn up at Wisby, French money seems to have been current in the Baltic, as two groats of Tours in France are spoken of in the fourth article of the Gotland Sea-Laws, as being the measure of the fine to be paid by mariners in certain cases of misconduct. But this circumstance creates no difficulty as regards our assigning those laws to the latter part of the thirteenth century, as it appears from the laws sent from Lubeck in 1254 to the Master and Brethren of the Teutonic Order at Memel, that the fines leviable upon mariners for misconduct under those laws were similarly reckoned in groats of Tours (p. 291).

The Maritime Law of the Osterlings is an instance of a body of Sea-Laws committed to writing under very different circumstances from the Sea-Laws of Wisby, which were Sea-Customs approved in the interests of navigation by a collective body of shipmasters and merchants for their own government. These Osterling Sea-Laws on the other hand are more in the nature of regulations drawn up by the authorities of a great metropolis of trade for the government of its factories in a foreign land, and they presuppose the concession of trading privileges on the part of the local authorities, in virtue of which the factories were entitled to govern their members according to their own laws. There were necessarily two conditions precedent to the establishment of International commerce in Europe on a systematic scale, the fulfilment of which might have been long deferred, had not the Crusades intervened, namely the renunciation on the part of the local authorities of the Right of Wreck, which Dreyer justly styles "Inhumanum "jus naufragii," under which not merely the goods

of the shipwrecked merchants and mariners were forfeited to the lord of the soil, but their persons were often sold into slavery; and in the second place, the permission on the part of the local authorities for the foreign merchants and mariners to settle their controversies according to their own laws.

One of the earliest known documents bearing on the latter privilege is the body of regulations drawn up by the Goto-Teutonic Association of Merchants at Wisby in the thirteenth century for their factory at Novgorod in Russia, to which body of regulations reference has already been made under its Scandinavian title of Skra. (p. xxiv.) These Osterling Sea-Laws are of a somewhat similar character. They were first published by Syndicus Dreyer in the last century under the title of "Jus Maritimum Lubecense Antiquissimum publicis auspiciis a° MCCXCIX. compilatum ab Alberto de Bardewic Reipublicæ Cancellario et Consule, ex cujus codice autographo in membranis scripto nunc primum prodit." Dreyer states in another treatise on the Laws of Lubeck, that this Code of Laws was entitled "Jus Maritimum Lubecense, in usus Osterlingorum descriptum anno 1299." But the paragraph at the end of the Laws speaks for itself, in which it is stated that "Albrecht van Bardewic had drawn up the work by the authority of the Sénate at Lubeck, and that the Senate had set the seal of the town to the laws in token of their confirmation of them on the first Sunday in Lent in the year of God's birth one thousand two hundred and ninety and nine." It is also stated in the preamble of the Code, that it had been drawn up by the Senate of Lubeck at the request of their associated burghers to maintain harmony amongst them, in other words, to enable the Lubeck Factory at Hocke in Flanders to maintain order amongst the Lubeck traders, who frequented the ports of the Swyn ; and it is probable that Lubeck in framing this body of Laws acted in common concert

with Hamburg, which city appears to have drawn up regulations of a very similar tenor for its factory, which had been established at Ostkerke in the immediate neighbourhood of Hocke at a somewhat earlier period of the same century. The intimate relations between Lubeck and Hamburg may be said to date from A.D. 1210, when they adopted by a common act of accord (Hanse) a community of civil and criminal law in certain matters. These relations became closer after Lubeck had acquired the privileges of a free city of the Empire in 1226 by a Charter of the Emperor Frederick II. and when Hamburg became invested with similar privileges in 1232. The Chancellor E. J. de Westphal has published in his Monumenta Inedita Rerum Germanicarum, tom, IV., p., 2083, a body of Laws, which he describes by the title of "Codex Antiquissimus Juris Hamburgensis, vulgo Liber Ordaliorum, anni MCCLXX." This collection of Laws which seems to have been styled in common parlance the Book of Judgments, Ordel[1] or Ordeel being the ancient form of the modern word "Urtheil" a judgment, contains a chapter, being the thirteenth and last of the collection (p. 3018), which treats of Maritime Law, and consists of a few articles drawn up for the government of the Hamburg factories in Holland and in Flanders, the remaining articles applying generally either to the trade with Norway and Scania and Gotland, or to the trade with England and with Ireland. If it be assumed, as M. Pardessus thinks probable, that Hamburg set Lubeck an example of organising on a special basis a system of commercial factories in Holland and in Flanders, Lubeck in its turn improved upon the organisation which Hamburg had devised, and the Code of Laws, which the Lubeck Senate drew up for the government of its factories, far surpasses in its juridical

[1] The word "Ordel" is used more than once in the sense of "law" in the Wisby Stads-Lag, I. ch. 4., II. ch. 3.

accuracy and legislative scope the earlier code drawn up by the Town Council of Hamburg. One remarkable feature of both collections of Sea-Laws, is that English money is the coin in which most of the sums are reckoned. The English shilling, penny, halfpenny (halling), and farthing (verding) are the coins chiefly specified in both codes, which is significant evidence that the duodecimal system of coinage must have had elements of intrinsic convenience, which recommended it to the general acceptance of the traders of Northern Europe. M. Lappenberg in his Appendix to Sartorius, cites a charter of A.D. 1243 under which William, Count of Holland, formally took under his protection the merchants of Lubeck and of Hamburg, and likewise a corresponding document of the following year, A.D. 1244, under which the Bishop of Utrecht took them under his protection, so that the Hamburg factory at Utrecht, which is mentioned in the law of 1270 as the chief station of the Hamburg traders in Holland, may have been established there before the middle of the thirteenth century.

The Wisby Town Law on shipping may be described as a portion of a Code of Laws, in a sense somewhat akin to that, in which the term Code is used by the Roman jurists to denote a body of positive law confirmed by superior authority. The Maritime Law of Wisby, on the other hand, is simply a compilation of maritime customs or judgments reduced into writing, which have not been confirmed by any superior authority, but have obtained the sanction of general use and observance from the intrinsic equity and convenience of their provisions. As far as can be gathered from the recitals in the most ancient collections of mediæval laws, it would appear that the earliest codes of such laws consisted of ancient customs reduced into writing and approved in their written form by each community or people, and that to each of such codes there have been added from

time to time, as novel questions of right arose which found no solution in those customs, the judgments of the community assembled in their Common Council. This practice is aptly illustrated by the Preamble of the Wisby Town Law, in which it is provided that the laws and franchises of the town should be written in two books, "one in Gothic, the other in German, both "of one meaning and law in every respect, and should "they come upon no law to be found in that book, they "should adjudge according to right, and should write "the judgments in both books, so as not to be changed." The first part of the Preamble of these Laws goes back to a very early period, namely, the reign of the Emperor Lothaire the Saxon, who was crowned Emperor at Rome 1133, and died in 1137, but no document has been preserved, from which we can form any opinion of the relations then existing between the ancient Gothic inhabitants of Wisby and the Teutonic immigrants. According to Hadorph the name of Wisby means the village of the Wi or the Wy, the word "by" in Swedish signifying a village, and such would appear to have been the character of the port in the time of the Emperor Lothaire; and even at the time when Duke Henry the Lion intervened to settle the disputes between the Gothic and the Teutonic merchants (A.D. 1163), it may be doubted, whether the inhabitants of Wisby had acquired the legal character of a burgher community, as it was not until A.D. 1288, after its inhabitants had been massacred by the people of the country, that it obtained from King Magnus I. of Sweden permission to enclose the town with walls. It is to this period that allusion is made in the Preamble, where it speaks of King Magnus of Sweden having "sanctioned and confirmed our laws and franchises." The later reference in the Preamble is to King Magnus II., generally called King Magnus Ericson, as being the son of Eric, Duke of Sudermania, the second son

of Magnus I., for King Birger, the eldest son of Magnus I., was deposed in 1319, and his nephew Magnus Ericson was elected to succeed him; and he in his turn was deposed by the Swedes in 1363. As the Preamble speaks of King Magnus being in possession of the three thrones of Norway, of Sweden, and of Scania, the probable date of his final confirmation of the Wisby Town Law may be fixed at 1320. These laws are evidently meant to regulate the local relations of the men of various tongues, who congregated at Wisby for "the trade "of merchandise," and although some of the chapters deal with matters properly maritime, they are laws intended to apply to Wisby shipping alone, and some of them are only capable of being enforced against shipping within the limits of the port of Wisby. These laws have one remarkable feature about them—they are the only Northern Laws, in which the Editor has found any provision for fixing *a load-line* for vessels, and it appears, as reasonably might be expected in the case of practical shipmasters, that the load-line had to be settled by a survey of two magistrates on each occasion after the vessel had been hired; in other words, the load-line was on each occasion to be determined with due reference to the nature of the cargo to be laden in the vessel. Another feature, as distinguishing the Sea-Laws of the Baltic from those of the Mediterranean, may be remarked in cases of jetison, namely, that the value of the ship and goods for the purposes of contribution is to be measured by their value in the harbour where the ship arrives, which to the merchants of the Levant seemed to be at variance with all principles of equity. It will be seen, however, on referring to the Gotland Sea-Laws, that this method of valuation is also approved in those laws in cases of jetison, and it would seem that the usage embodied in those laws on this subject was a Scandinavian usage, as the identical principle of contribution in cases of jetison in proportion to the value, which the cargo

would fetch at the port of arrival, is recognised in the Maritime Law of Berghen A.D. 1274. The Wisby Ship-Laws, however, have a peculiar provision in cases of shipwreck, namely, that the owners of goods which are lost on such occasions, are to pay only half freight, and if the whole freight has been paid in advance, the master shall restore half of it. No corresponding provision of like character is found in the Maritime Law of Berghen (Farmanna-log) of 1274, nor in the Maritime Laws of the Code of Iceland (Jons-bog), promulgated by King Eric, the son of Magnus VII. of Norway, in 1281, which bears a strong resemblance to the Norwegian code, owing to the circumstance that the Icelanders had renounced their national independence in 1261, and placed themselves under the sovereignty of Norway, and when they became satisfied as to the wisdom of the laws given to Norway by King Magnus VII., who was surnamed the Law-Reformer (Laga-Bœter), they petitioned to have similar laws. Their petition was in course of being granted by King Magnus before his death, and it was subsequently granted by his son and successor King Eric. That there was a considerable trade in salt at this time between Wisby and the eastern ports of the Baltic may be inferred from the use of the Livonian pound in weighing salt in barrels, and from the circumstance that the tare weight allowed in the case of Lubeck barrels was three Livonian pounds, whilst two and a half pounds only were allowed in the case of other barrels. The trade also in woollen cloth and in linen with Flanders and Holland was also flourishing at this time, as the provisions of the fifteenth chapter are clearly to be interpreted as applying to Wisby ships, which were most probably employed in carrying forward to Livonian and Russian ports goods which had been brought direct from Flanders or Holland in Flemish or Dutch vessels. It does not appear that the Wisby Town Law on Shipping had any application beyond the limits

of the town and port. It was otherwise with the Gotland Sea-Laws.

The earliest known versions of them are in old Saxon or Low German only, copies of which found their way to Dantzic and to Konigsberg in the fifteenth century. They were translated into Dutch, into Danish, and into Swedish in the course of the sixteenth century, but it was not until the seventeenth century that we find mention made of them under the title of the Wisby Sea-Laws in France and in England. This general reception of the Wisby Sea-Laws can only be attributed to the fact, that they were regarded as bringing together in a very convenient and probably in a very trustworthy form the ancient usages and customs of the merchants and mariners of the northern and of the western seas. It seems probable from the title prefixed to the first division of the Sea-Laws in the MS. which was transmitted, as already stated, p. xxxii., by the town council of Wisby to the town council of Dantzic in the middle of the fifteenth century, that the Oleron Sea-Laws were not known in the Baltic ports under that name, but were received there as "Sea-Laws in Flanders," whereas in Flanders itself they passed for the most part under the name of the Judgments of Damme, and we might be at a loss to understand how and when they acquired that name, if it were not that a manuscript of them of the fourteenth century has been preserved in the Purple Book of Bruges, which avows itself to be a Flemish translation of the Rolls of Oleron, having prefixed to it the heading, "This is a copy of the "Rolls of Oleron of the Judgments of the Sea." This heading is identical with a heading, which is prefixed to two MSS. in England, which are also in a handwriting of the fourteenth century, one of which is MS. Cotton, Nero, A. VI., in the British Museum, and the other is Bodley, 462, in the Bodleian Library at Oxford. It has also been observed in the Introduction to the

third volume (p. xiv.) that there are some grounds for believing that these Sea-Laws were known in the Duchy of Acquitaine, under the title of the "Customs of Oleron," at the time when they were first introduced into England, and it will be seen on referring to the photographic fac-simile of the text of these Sea-Laws, which is prefixed to the present volume, that one of the articles of the text, which is preserved in the Liber Memorandorum of the City of London, terminates in the phrase, "et ceo est la custume en ceo cas," instead of the ordinary conclusion, "et ceo est le juggement en ceo cas." This peculiarity is significant of the great antiquity of the Guildhall text, and casts weight into the scale in favour of the view, that these Sea-Laws were originally reduced into writing at Oleron, and that they embodied the customs of navigation observed in the Atlantic Sea Ports. The term "Custume," it should be observed, had a different signification in the Anglo-Norman period from "Usage." An usage did not acquire the binding authority of a custom, until it had been affirmed by a judgment, so that although there might be some judgments which involved no question of usage, there were no usages which had the binding obligation of customs (consuetudines), until they had been affirmed by a judgment. Hence the term "Judgments," as applied to these Gascon Sea-Laws entitles us to regard them as Customs of the Sea, which had acquired a judicial sanction at Oleron, and the frequent mention of the ports of Bordeaux and of Rochelle discloses the nature of the trade, namely, that of wine and salt, to which those customs were specially applicable.

The Sea-Laws of Flanders have been printed from a MS. in the Archives of the Senate of Dantzic, which is probably the identical MS., if we may judge from the character of the handwriting, which was sent by the town council of Wisby in the middle of the fifteenth century to the town council of Dantzic, and may be taken

to contain the earliest and best text of the Flanders version of the Rolls of Oleron known in the Baltic. The text has certain peculiarities, which distinguish it from the text of the Purple Book of Bruges, and of which several have their Anglo-Norman counterparts in the Black Book of the Admiralty, but there are good reasons for believing it to have been derived through an independent Gascon channel. It has no direct affinity to Verwer's text of the Judgments of Damme, although a more modern hand of the fifteenth century has inserted in the title prefixed to the laws in the MS. words to that effect (see note, p. 416). There is one remarkable reading, however, which occurs in the twelfth article, which treats of the duty of the master of a ship to maintain peace amongst the mariners, in which the master is described as one who ought to be their mediator (haer middelaer), whereas the word "judge" (juge) is the reading of all the Anglo-Norman MSS., and has been adopted in the Purple Book of Bruges. The word "middelaer," however, has been adopted in other Flemish versions, as perhaps more conformable to the relations maintained between the master and the mariners in Flemish vessels, whilst in the Sea-Laws published by Boxhorn,[1] under the title of the Laws of Westcapell, the Flemish translator has coupled together the French and Flemish terms as alternative expressions, ("middelaer ofte juge").

The thirteenth article is the "pons asinorum" of the Oleron Sea-Laws, at which most of the scribes and translators have utterly broken down, having apparently no knowledge of the localities mentioned in it. The scribe of the Dantzic MS. is no exception to the rule, and the probable explanation of the general fact is that it was a regulation only applicable to vessels which sailed from Bordeaux or some other sea port in Acqui-

[1] The name of Wagenaar has been, by error, inserted in the note, p. 431, in the place of Boxhorn.

taine, and consequently the correctness of the text was of comparatively less importance, or the regulation may have become obsolete. It is noteworthy that the name of the port of Sluys is not inserted in this article by the side of Bordeaux. There is one remarkable reading in these Sea-Laws, which is common to all the Flemish versions of the Oleron Sea-Laws, but is not found in the Black Book of the Admiralty, nor in the Guildhall MSS. of those laws, namely, the provision in the twenty-second article, that if the merchant should delay the loading of a ship, which he has engaged to freight, more than fifteen days, he shall make good to the master "all " such damage as shall be awarded," which implies the existence of tribunals in foreign parts to which the amount of damage could be referred, and for whose information it was necessary, that the maritime laws of the Gascony trade should be translated into the languages of the Northern States of Europe.

We have no direct clue in the Northern Sea-Laws to the character of the tribunals which administered them, whether there were special courts for matters of the sea or whether the ordinary tribunals decided maritime controversies with the assistance of maritime experts. The Domesday of Gippeswich (11. p. 23) has disclosed to us the fact that in an English maritime borough town in the reign of Edward I., if not at a much earlier period, a court was held from tide to tide under the authority of the bailiffs of the town, in which pleas were heard and decided according to the Law Maritime between passing mariners, and the "Costumier" of the Commune of Oleron also discloses to us that about the same period maritime judgments were rendered in the court of the mayor of that commune (11. p. 385) between foreign merchants and mariners. The circumstance, that the earlier Sea-Laws in the North of Europe are found scattered about in ancient local codes containing laws on very varied subjects, and are drawn up not in

the form of ordinances, but rather in the form of arbitrations or judgments, is suggestive that the ordinary local magistrates settled the disputes of passing mariners according to the customs of the sea and the maritime disputes of their own citizens according to the same customs, where they were applicable, and where there was no custom applicable then according to right and equity, as well as they could judge. The tribunals themselves took their form from the political institutions of the place. If those institutions were monarchical, justice was administered by the king's authority; if they were aristocratical, justice was administered by magistrates subordinate to a senate; if they were popular, justice was administered by the Guild of Navigators or by the Prudhommes of the Sea. We are more in the dark as to the administration of the Law Maritime in the North than in the South of Europe, although it is by no means improbable that the researches of Scandinavian jurists will produce even greater fruits than the rich contributions, which have been made to our knowledge of maritime law by the researches of Professor Schlyter, of Lund. The want of a common language of letters has precluded the Editor from benefiting so much as he would have desired from the dissertations of the learned Swedish professor. His important work on the Scandinavian Laws (Corpus Juris Sueo-Gotorum Antiqui) in twelve quarto volumes, which has been completed some years back, ought to have found a place in all our public legal libraries in England, yet the only public library in England, in which the Editor has found a complete copy of the work, is the Bodleian Library of the Univerity of Oxford. A portion of the work is at present to be found in the Library of the British Museum, namely, the first six volumes, but they do not contain the Wisby Sea-Laws. The eighth volume, which contains those laws amongst the "Codices Juris Visbyensis Urbici et Maritimi," and which was

published at Lund in 1853, may be purchased separately. The original text is in the ancient Saxon tongue, the German of the plains or low lands, hence called Low German, and it is accompanied by a Swedish translation.

On the shores of the Mediterranean we find more light as to the character of the maritime tribunals, which seem to have had a special organisation. If credit may be given to the date inserted in the text of the Ordinance of Trani (A.D. 1063) there were Consuls of the Sea in that city in the eleventh century, who were the representatives of an ancient municipal magistracy of the Roman period, of which traces are to be found in various parts of Italy, for instance at Amalphi, and also in the South of France in the twelfth century. These Consuls of the Sea, such as those whom we find to have been elected by the Guild of Navigators at Trani, may possibly be an institution of a period not so remote as the eleventh century, if the date above mentioned should not be trustworthy, although the tone, in which the Ordinance of Trani speaks, savours of a municipal authority more absolute than that which was exercised by a later class of Consuls of the Sea, such as those whom we find appointed to exercise judicial authority in maritime matters at Barcelona and at Valencia under the royal authority in the fourteenth century. As regards Merchant-Shipping Laws, which were quite distinct from Laws of the Sea, Barcelona seems to have been in advance of Wisby, unless indeed the Wisby Town Law on Shipping, such as we have received it (p. 389) in the text drawn up in A.D. 1319, was originally drawn up in writing at an earlier period, and was only repub lished in that year in an amended or in an enlarge form. The earliest Shipping Laws published at Barce lona are of the date of A.D. 1258, at which time th office of Consul of the Sea was apparently unknown i that city, and the administration of maritime matte seems to have been in the hands of a corporation

guild of mariners who are described as the "probi homines ripariæ Barchinonæ," in the preamble of an ordinance issued by King James I. of Aragon in that year, and who are styled in the concluding part of the same ordinance, "Universitas procerum ripariæ Barchinonæ."[1] It is not clear at what precise time the office of Consuls of the Sea was instituted at Barcelona. We find them referred to as having been some time in existence in an ordinance of King Peter III. of Aragon, establishing Consuls of the Sea at Valencia in 1283, and it may be inferred from the provisions of the Valencian Ordinance that their functions were more extensive than those of the Prudhommes of Navigation, namely, that they had to settle all disputes between mariners and merchants according to the Customs of the Sea: "Terminent contractus et dissentiones inter homines maris et mercatores, quæ juxta consuetudines maris fuerint terminandæ, prout est in Barchinona fieri consuetum." For this purpose two Consuls of the Sea were annually elected at Valencia by the guild or corporation of navigators out of their own body, and when controversies between mariners and merchants were brought before them, they took counsel first with mercantile experts on the subject, and then with maritime experts, and if the maritime experts were at variance with the mercantile experts, the Consuls according to ancient custom pronounced judgment in accordance with the opinion of the maritime experts. It would thus appear as if the institution of the office had originated on the necessity of establishing a tribunal which should arbitrate as it were between the guild of merchants and the guild of navigators, with due regard, however, to the maintenance of the interests of navigation by upholding the opinion of the navigators against the merchants, whenever there should be any variance between them. The organisa-

[1] The Corporation of Elder-Brethren of the Strand of Barcelona.

tion of the Court of the Consuls of the Sea at Valencia was completed by the appointment of a judge, whose duty it was to hear appeals as the representative of the Crown, and to decide them "secundum consuetudinem " et usum maris inter homines maris."

It is worthy of remark that in the original privilege of King Peter III. constituting the Judge of Appeal it was provided, that the judge should be nominated by the king himself or by his high commissioner in the kingdom of Valencia from the guild of navigators, and the first judge of the Court of Appeal was in fact so nominated by the king in the identical instrument by which the court was constituted, but this rule had long been superseded at the time when King Peter IV. formally sanctioned a code of procedure for the Court of the Consuls of the Sea at Valencia shortly after his accession to the throne in 1336, and under very singular circumstances. It would appear as if the king had in fact never exercised the right of appointment, except on the occasion of the constitution of the Court of Appeal in 1284, for the Code of Procedure, after providing for the annual election of two Consuls of the Sea and of a Judge of Appeal on every Christmas Eve, to be held in the church of Santa Tecla in Valencia, and for their admission to office by the high commissioner of the king, goes on to say: "Such " is the usage, although it is provided in the privilege " granted by the king to the prudhommes of the sea " on the subject of the election of a Judge of Appeal, " that he should he nominated every year by the king " himself or by his high commissioner, for the king him- " self has never exercised his power either personally " or by his high commissioner subsequently to the " concession of the privilege." It may seem strange to those, who are not familiar with the ordinary groundwork of mediæval jurisprudence, to find so much greater weight attached to custom (consuetudo) after the breaking up

of the Roman Empire, than to law (lex). Wherever the German tribes established themselves they brought with them their personal laws, but they allowed the conquered people to observe their own customs in matters not provided for by the law of the conquerors; but in many parts of Italy the German laws never seem to have prevailed; yet the old tie of nationality represented by the imperial law had become everywhere gradually relaxed, and a new bond of civic union aspired to take its place. This principle of civic union had its roots in the municipal institutions of Rome, which preserved their vitality long after the empire had fallen to pieces, and it was embodied in local customs, which were of paramount authority even if they should be in conflict with the ancient law. Hence the principle laid down in the customs of the city of Amalphi as compiled in A.D. 1010, was universally recognised: "Lex est Sanctio "sancta, bona tamen consuetudo est sanctio sanctior, "et quod ubi consuetudo loquitur, lex omnis tacet." In other words, the imperial law of Rome, which was the written law of that period, had no force or effect where there was a custom to the contrary.

The eleventh century seems to have been a period when grave difficulties were experienced in many cities in keeping up the knowledge of their good customs by oral tradition, and when it was found necessary to appease the controversies, which arose amongst the citizens themselves on the subject of their customs, by reducing them into writing. A want seems to have been felt about the same time of a municipal magistracy of a more energetic character than that of the prudhommes, whose interpretation of the written laws would have weight with their fellow citizens, and the magisterial office of Consul, either from its associations with the history of Rome before the Cæsars, or from its ready adaptability to any form of municipal institutions, found a welcome reception in the great commercial cities on the shores of the

Baltic equally as on the shores of the Mediterranean Sea during the course of the twelfth and thirteenth centuries.

The advocate and consuls of Lubeck and of Hamburg are the counterpart of the syndic and consuls of the Italian cities, and the consular form of municipal government, which may have been an unbroken tradition in many of the Italian municipalities, appears to have come almost universally into use in the south of France in the course of the twelfth century. The kings of Aragon seem also to have favoured the consular form of magistracy as less cumbrous than that of the prudhommes, and we find Consuls of the Sea after the model of those first instituted at Barcelona established in the thirteenth century at Valencia, in the island of Majorca, at Perpignan, and at Montpelier in the fourteenth century. In the next following century the kings of Aragon settled a common form of procedure in the Consular Courts of the Sea, and defined at the same time their jurisdiction, and that definition has obtained acceptance everywhere as a convenient definition of the matters, which may be properly subject to the common jurisdiction of maritime courts. The jurisdiction of the Consuls of the Sea is thus defined: "The Consuls determine all questions "concerning freight, damage to cargo laden on board "ship, mariners' wages, partnerships in shipbuilding, "sales of ships, jetison, commissions entrusted to masters "or to mariners, debts contracted by the master who has "borrowed money for the supplies or the necessities of "his vessel, promises made by a master to a merchant "or by a merchant to a master, goods found on the open "sea or on the beach, the fitting out of ships, galleys, or "other vessels, and generally all other contracts which "are set forth in the Customs of the Sea," p. 473. The Consuls of the Sea were further empowered by royal ordinance to enforce their sentences against the party condemned by levying upon his seagoing ships and other moveable property, and if he should have no moveable

property by writing to the king's justiciary, and requesting him to levy upon the immoveable property of the party condemned according to the customs of the place where the property should be situated, with which request the king's justiciary was to comply. This latter provision was necessarily limited to the dominions of the kings of Aragon, and was a jurisdiction to be exercised "secundum consuetudinem terræ" in aid of the Courts of the Sea, on a similar principle to that upon which an Ecclesiastical Court in England was empowered to signify to the Court of Chancery the contumacy of any party in a cause before it, who had refused to comply with an order which it was competent for the Ecclesiastical Court to make. It is a doubtful question whether the Prudhommes of the Sea or the Guild of Navigators ever had a coercive jurisdiction, and whether the institution of the Courts of the Consuls of the Sea at Barcelona was not necessitated by the increase of foreign trade. As long as the maritime trade of any port was exclusively carried on by vessels sailing under the flag of that port, and manned by crews disposed to submit their controversies to the arbitration of experts, there was no necessity for the institution of maritime courts with coercive jurisdiction. But the Crusades revolutionised the trade of the Mediterranean. The Franks established themselves in Syria and in the island of Cyprus, and attracted to their ports the merchants of the North Sea and of the Baltic. There is much reason to believe that the initiative of creating a Royal Court of the Sea, with a coercive jurisdiction in maritime matters and a procedure of its own, rests with King Amauri I., who reigned over the Latin kingdom of Jerusalem from A.D. 1162 to A.D. 1173. It is possible that the idea of instituting a special court for the administration of the Law of the Sea may not have originated with the Franks in Syria, and that what King Amauri I. achieved was either to give to the courts of the Sea a more efficient

organisation, or to codify, so to say, the customs observed by mariners and merchants, and to adjust them to the Law of the Greek Empire or to principles of equity. It is intelligible that the victorious Franks in settling themselves in Syria, where their peculiar institutions were hitherto unknown, should have found themselves obliged to reduce into written forms their customs and their usages, as well to make them known to the conquered races, as to preserve an accurate record of them for their own guidance. To neglect such a precaution would have been to allow the customs of the vanquished races to react upon the victors and to invert the natural results of victory. We find accordingly that on the election of Godfrey de Bouillon in 1099 to the throne of the Latin kingdom, which had been set up in evidence of the successful issue of the First Crusade preached by Peter the Hermit against the Saracen occupants of the Holy City, the first care of that king was to appoint commissioners to collect information from the leaders of the Crusade, who represented most of the nations of Europe, as to their usages and customs, and to collect them into a book, which was presented to the king and laid by him before a Council, the result of which was the establishment of two courts, the High Court of the Barons, of which the king himself was president and justiciary, and the Court of Burghers, over which a viscount, as the king's representative, presided. The High Court was not an innovation on the institutions of Europe, further indeed than that the rights and duties of the barons were determined in a more precise manner than had hitherto been attempted in Europe, and were defined in accordance with the primitive principles of feudalism, which was already on the decline in Europe. The Court of the Burghers, however, was an innovation on the institutions of Europe necessitated by the fact, that the Crusades had called into existence a mixed body of persons, which had no political counterpart in

Europe. There was in the first place "la gent à pié," the infantry of the crusading armies, which recognised no feudal obligation to their military chiefs, and by their side a promiscuous host of emigrants, who had followed in the wake of the armies, merchants and mariners, handicraftsmen and cultivators of the soil, most of whom had been tempted to quit their homes by the desire to improve their condition of life, who were not disposed to acquiesce in a system of political dependence like that which they had left behind them, and which they had outgrown in their new life of perilous adventure.

It became necessary, therefore, after the government of the barons and their dependants had been organised upon an European model, to provide for the government of an heterogeneous population, whose mutual rights had to be determined by principles of law foreign to the feudal system, and who could not well be left in anarchy. Hence the institution of a Court of the Burghers, in which the *judicium parium* was secured by the appointment of twelve jurats from the body of Burghers in every town, two or more of which jurats always sat in judgment with the viscount of the king, who presided over the court. Separate codes of laws were at the same time drawn up for the government of the barons and of the burghers, and these codes were verified by the seals of the king, of the patriarch, and of the viscount respectively, and two books containing these codes were deposited in the treasury of the Church of the Holy Sepulchre, the most venerated of the sacred places in Jerusalem. Hence they were entitled "Lettres du Sepulcre." Reference was made to these books, as occasion might require, with great solemnity, and additional laws were inserted in them from time to time, and the books themselves were carefully preserved until Jerusalem was recaptured by Saladin in 1187, when they disappeared amidst other treasures of

the vanquished Franks. These books were entitled respectively the Book of the Assises of the High Court and the Book of the Assises of the Court of Burghers. The latter book has come down to us in a more authentic form than the Book of the Assises of the High Court, owing to the circumstance that copies of the Book of the Assises of the Court of Burghers existed in the hands of the viscount and burghers of every burgher court in the kingdom of Jerusalem, and there appears from a list set out in the Livre de Jean d'Ibelin to have been thirty-seven towns in which there were burgher courts, amongst which may be mentioned the important maritime towns of Acre, Jaffa, Ascalon, Tyre, and Sidon. The Book of the Assises of the High Court, on the contrary, which contained the privileges of the barons and knights, was sedulously guarded from public view, and there is no record of any copies of it having been in circulation before the "Lettres du Sepulcre" disappeared. There are good grounds accordingly for believing that the original text of the Assises of the High Court has not come down to our times, and that a text has replaced it, which was carefully drawn up by Jean d'Ibelin in Cyprus, after the throne of the kings of Jerusalem had been transferred to that island, which, however, faithfully embodied the jurisprudence of the High Court, the traditions of which were carefully maintained in the High Court of Acre, which after the fall of Jerusalem became as it were the Syrian capital of the kingdom, and the head-quarters of the Latin jurisprudence.

The ordinary account of the fate of the two ancient books of the Assises, which has found favour with most modern historians, is that Guy de Lusignan, the first Christian king of Cyprus, who transferred the Latin kingdom, which had been founded in Jerusalem by Godfrey de Bouillon in 1099, to the island of Cyprus in 1193, carried with him to that island the authentic books, and that he and his successors governed the

island according to the laws contained in those books; that from Cyprus the authentic books were transported to Constantinople by Baldwin, Count of Flanders, the first of the Latin emperors, in 1204. The former of these stories, upon which the truth of the latter mainly depends, cannot well be reconciled with a fact respecting which two famous jurisconsults of the thirteenth century, viz., Philippe de Navarre and Jean d'Ibelin, speak with authority, who state that King Amauri IV. of Cyprus, who succeeded to the throne in 1194, requested Raoul of Tiberias, the most famous warrior and jurist of his day, to restore in writing the text of the Assises of the High Court, which Raoul refused to do, and the king was obliged to have recourse to other assistance. It is unnecessary to discuss the asserted transfer of the authentic books from Cyprus to Constantinople, unless it can be shown that they had been previously transported from Jerusalem to Cyprus. Count Beugnot, in the introduction to the first volume of his great work on the Assises de Jerusalem, has suggested that the origin of the latter story is to be traced to the preamble of the laws compiled by order of the Republic of Venice for the island of Negropont in 1421, in which it is stated that the Emperor Baldwin I., upon the capture of Constantinople by the Latins, sent to Jerusalem to the king and patriarch for a copy of their customs and their assises. It is clear that the mention of Jerusalem in this document is an error, as that city had long before ceased to be in the power of the Christians. Ramnusio, upon whom more reliance can be placed, states in his history De Bello Constantinopolitano, Ventiis, 1634, that the Emperor Baldwin I. obtained a copy of the assises of the two courts from Amauri, king of Cyprus. The truth as regards the assises of the high court would seem to be, that King Amauri of Cyprus, after the "Lettres du Sepulcre" had disappeared, caused the usages and customs of the barons and knights, which had been preserved

in the traditions of the high courts, of which there were twenty-two in Syria at the time of the Saracenic recapture of the Holy City, to be reduced into writing by the most competent jurisconsults of the day, and this text was transmitted from Cyprus to Constantinople in 1204, and a copy of it was subsequently transmitted by the Emperor Baldwin I. in 1210 to Godfrey I. of Villehardouin, Prince of Morea. The work of King Amauri of Cyprus, on this hypothesis, was completed some time after 1194 and before 1204. However this may be, the text of the assises of the high court, which had been restored in writing under the auspices of King Amauri of Cyprus, seems to have disappeared from the island in 1263, when the text was restored a second time by Jean d'Ibelin, Count of Jaffa and of Ascalon, whose high reputation as a jurisconsult obtained for his work a general recognition throughout the island, as containing the most accurate text of the ancient assises. This work, which was circulated under the title of "Le Livre de Jean d'Ibelin," was ultimately adopted in an assembly of the Notables of the kingdom of Cyprus in 1368, as the authorised version of the assises of the high court. It is this work, which passes in the present day under the name of the Book of the Assises of the High Court, and is believed to be a faithful mirror of the jurisprudence of the high court.

The text of the Assises of the Court of the Burghers has come down to our times under less complicated circumstances, and under a more authentic form. It would appear from history, that Guy de Lusignan was accompanied to Cyprus by very few followers of baronial or knightly rank, and that the burgher class did not establish themselves in the island in any great numbers until after the capture of Acre by the Turks in 1297. Nicosia was the chief city of Cyprus, in which a burgher class of Franks collected itself in sufficient numbers to call for the establishment of a burgher court, and there

is reason to believe that not more than a single high court and a single court of burghers were ever established in the island. These courts, as being the legal centres of the Frank population, soon acquired great authority, and the relations between the courts of Nicosia and of Acre became very intimate, and gave rise to a distinguished school of jurists, who strove in vain to recover for the jurisprudence of the Franks its ascendency in the East. The Book of the Assises of the Court of the Burghers has come down to us in a MS. of the fourteenth century, preserved in the Royal Library at Munich in a form, in which it was compiled by a jurisconsult of the court of Acre towards the end of the 12th or the beginning of 13th century, who has introduced, however, into it certain chapters and glosses in the Latin tongue, which formed evidently no part of the authentic book.

The indigenous population of Cyprus at the time when King Richard I. of England transferred the sovereignty of that island, which he had acquired by conquest, to Guy of Lusignan, was purely Greek, and this population was permitted to continue to live under its own customs and laws, just as the Syrian population in the kingdom of Jerusalem had been allowed to continue to have their own courts, over which Syrian judges termed "reis" presided. The Latin immigrants in the island of Cyprus seem never to have established themselves beyond the walls of Nicosia and Famagousta, whilst the other towns of the island retained their peculiar customs tempered by the law of the Greek Empire. The Roman law, by which is meant the law of the period of Justinian and his immediate successors as distinguished from the Basilica, appears to have insinuated itself amongst the Frank population in Cyprus in the fourteenth and fifteenth centuries, and French translations of certain portions of the Roman law, the Latin text of which was probably not intelligible to

them, seem to have been made for their use. In a similar manner the Book of the Assises of the Court of the Burghers appears to have been translated into Greek in the fifteenth century, as a Greek MS. of the book exists in the National Library in Paris, of which the press mark is Colbert No. 1390, and which has appended to it a colophon in Greek, announcing that it was completed by the hand of Antonius Syncriticus in the last day of October in the year 1469. Another Greek MS. is preserved in the Laurian Monastery on Mount Athos, the date of which is A.D. 1512, and of which copious extracts have been published by Dr. C. E. Zachariæ von Lingenthal in his Historiæ Juris Græco-Romani Delineatio, published at Heidelberg in 1839. Count Beugnot states that a third Greek MS. in a handwriting of the sixteenth century exists in the National Library in Paris, which has recently been obtained from the same library in Mount Athos. There can be no doubt that these three Greek MSS. are translations of the French text of the identical MS. which is now preserved in the Royal Library at Munich, or of a MS, from which it was copied, as they contain Greek translations of the Latin chapters and glosses, which are a peculiar feature of the Munich MS. The Mount Athos MS. which Dr. Zachariæ von Lingenthal has collated, has an introductory paragraph of a singular character, the work probably of the Cypriot jurist, who translated it. It may be rendered in English thus: "Lord Godfrey, Count of Bouillon, chief of the crusade "and of the army which conquered Syria and Antioch "and the country beyond as far as Jerusalem, for the "furtherance of judgment and right. Hear from the "beginning to the end of the Book of the Court of the "Burghers, which Count Godfrey promulgated and esta-"blished in his States for judgment in Jerusalem."

The term "Bourgeois," which for convenience sake has been translated "Burghers," had a very different meaning in the kingdom of Jerusalem from that, which the same term carried within France, where it was applied to the

inhabitants of towns, which had obtained communal or corporate rights, either exacted by them on their revolt from a former lord, on whom they had been dependent, or granted to them by the Crown with a view to curtail the powers of some neighbouring feudal lord. The word "Bourgeois" had a significance in the kingdom of Jerusalem more akin to that which the term "Commons" bears in England; it had a political rather than a municipal signification, and denoted a national rather than a local *status*, and thus we find the Burghers of the kingdom of Jerusalem like the Commons of England taken into counsel by the King by the side of the Barons. "Habito consilio domini patriarchæ et episcoporum baronum simulque burgensium" is a phrase which occurs in royal charters, and the Burghers are classed amongst the "testes legitimi regni." It would thus appear that the constitution of the Latin kingdom of Jerusalem was politically in advance of the institutions of western Europe. The same observation will apply to its legal system. There existed in all the great maritime towns of Syria by the side of the Commons of the realm a population, which did not intend to become domiciled in the East, but maintained a separate organization of its own under special charters from divers kings of Jerusalem. The Genoese, whose fleet had attended on the armies of the first Crusade, were the first to obtain the privilege of a separate quarter (vicus) in every city, which their fleet had assisted to capture. The Venetians obtained a similar privilege in Tyre, and were allowed to exercise over their own citizens an exclusive jurisdiction. The Pisans had obtained the like privileges before the time of King Amauri I., in whose reign it was found necessary to restrain the privileged tribunals of these foreign communities, which had a tendency to encroach upon the normal jurisdiction of the Crown. Hence the Court of the Burghers was armed with a power of prohibiting the foreign tribunals from taking cognisance of any causes, unless their own citizens

were exclusively parties to them, and two new Royal Courts were instituted and affiliated to the Royal Court of the Burghers, namely, a Maritime Court and a Mercantile Court, which were respectively entitled "La Cort de la Chaene" and "La Cort de la Fonde," the former being so named from the chain drawn across the mouth of every well-ordered port, the latter from the Exchange or Market, in which the merchants transacted their sales and purchases. The Cort de la Chaene seems to have been in the nature of an Instance Court of Admiralty with a procedure of its own, the wager of battle being prohibited, and although there is some obscurity as to the details of its organisation, jurats of the sea who had a voice in its decisions are mentioned in two of the chapters of King Amauri. How many jurats, however, constituted the Court does not appear, nor whether they sat alone, or with a royal judge as President of the Court. We have fuller details as to the constitution of the Courts of the Exchange or Market. A bailiff, who might be either a noble or a burgher, presided over its sittings, nominated by the Crown, and he was assisted by a mixed jury six in number, four of whom were Syrians and two were Franks. The wager of battle was excluded from this Court equally as from the Maritime Court. If an argument from analogy is admissible in such a case, it may be conjectured that the Court of the Sea had also a mixed jury of mariners and merchants, over which a bailiff of the Crown presided. Count Beugnot conjectures that the Court of the Sea consisted of twelve jurats. The editor thinks it more probable that the tribunal consisted of a judge and six jurats at the most, of whom four were shipmasters or mariners, and two were merchants, seeing that, in framing the constitution of the Maritime Courts of Western Europe at a somewhat later period, it was always thought proper to give to the maritime element of the tribunal a preponderance over the mercantile.

The subjects treated of in the seven chapters, which are attributed to King Amauri I., are important. They are: (1) the competence of the Court; (2) the relations of factor and principal; (3) the law of contribution in cases of jetison; (4) the obligation of the mariner towards the shipmaster; (5) the transport of contraband of war to Saracens, in which case the goods were confiscable by the Court of the Sea, and the contraveners of the law were punishable by the Court of Burghers; (6) the responsibility of the master to the owners of cargo in cases of capture by corsairs or of shipwreck; (7) and the law of salvage in cases of wreck and derelict. The law of jetison was peculiar and deserves notice, as it was at variance with the Roman law, which was also the law of the Greek Empire. The Basilica equally with the Digest approved the rule, that goods cast overboard should be valued at their cost price, inasmuch as the actual loss, not the expected gain, was to be made good, whereas the goods preserved on board were to be valued at their market price at the port of arrival. The law of King Amauri on the contrary provided that in both cases the value of the goods should be estimated on one and the same principle, namely, at their cost price, coupled with their expenses, for this reason, that their value at the port of arrival must always be a speculative value, dependent on the state of the market, and in some cases such a standard of value might work great injustice.

The Assises continued to maintain a certain vitality as law in the island of Cyprus amidst the dissensions and political troubles of the fourteenth century, and when the Venetians procured the cession to themselves of the sovereignty over the island from Queen Catherine in A.D. 1489, they undertook to allow the Assises of the Kingdom to remain in force. By a strange coincidence the book of Jean d'Ibelin, which had been formally recognised in 1368 as the authorised text of the laws of the High Court, and which had been deposited, after the example of the ancient "Lettres du Sepulcre," in the

treasury of the Cathedral of Nicosia, disappeared soon after the Venetians had established their authority over the island, but several copies of it were preserved. Discrepancies, however, were found to exist in the text of these copies, and some uncertainty was felt by the tribunals as to the law, which it was their duty to administer. Under these circumstances the Venetian Government felt itself called upon to provide, that an authorised text of the assises of both courts should be compiled, and commissioners were accordingly appointed to collect and compare in the first place those copies of the book of Jean d'Ibelin, which were in the highest repute; and, secondly, to collect and compare the best copies of the text of the Book of the Court of the Burghers, and the commissioners were directed, after determining the best French text, to cause both books to be translated into Italian, and transmit the result of their labours to the Council of Ten in Venice. The commissioners concluded their labours in 1531, and transmitted to the Council of Ten the best French text which they had discovered of either book, accompanied by an Italian translation of it. The latter was at once printed and published by the Venetian Government, whilst the MS. of the French text was deposited in the archives of the Senate at Venice, where it was religiously guarded from public view until it was removed to the Ducal Library of St. Mark in 1788, in order that it should be made accessible to the researches of learned men. The Italian translation of these laws obtained general circulation in Europe in the collection ef ancient laws published by Canciani at Venice, in 1781–92, under the title of Barbarorum Leges Antiquæ, in five volumes, the second of which contains "Assisiæ Regni Hieroso- " lymitani ad inferiorem curiam pertinentes," and the fifth volume, "Assisiæ Regni Hierosolymitani ad supe- " riorem curiam pertinentes." It was not until 1690 that la Thaumassière published at Bourges a French text

of the Book of Jean d'Ibelin, under the title of Assises et bons Usages du Royaume de Jerusalem, par Messire Jean d'Ibelin, Comte de Japhe et d'Ascalon, which he framed according to his own account upon a comparison of several MSS., of which the text must have been intercalated with entire chapters taken from the works of other writers who had commented on the Assises, amongst which may be mentioned the Trésor of Brunetto Latini. It was in consequence of the researches of Councillor Agier, afterwards President of the Cour Royal of Paris, and at his urgent instance, that the French Government in 1789 made a communication to the Senate of Venice requesting to be favoured with the loan of the MSS. of the Assises in the French language, which had been transmitted from Cyprus to the Council of Ten in 1531. The Senate, however, did not feel justified in parting with the MSS., but they took care that an accurate copy of the MSS. should be made, which was transmitted to Paris at the end of the year 1790, and was deposited in the archives of the Bibliothèque du Roi on 16 February 1791, only to disappear amidst the pillage consequent on the Revolution of 1792. Meanwhile the original MSS., which had been preserved in the Library of St. Mark at Venice, had been transported to Vienna, and when M. Pardessus was engaged in preparing the first volume of his "Collection de Lois "Maritimes," as he could find no traces of the MSS. transmitted to Paris in 1791 beyond a notice of their reception in the handwriting of M. d'Ormesson, the librarian of the Bibliothèque du Roi, he had recourse to the direct intervention of the French Government to procure for him from Vienna a copy of the text of the seven chapters on maritime law, which are attributed to King Amauri I. He has accordingly published those chapters, as transcribed from the MS. of the Assises of the Court of Burghers, which was transmitted from Cyprus by the Venetian commissioners in 1531, and

which is now preserved in the Imperial Library at Vienna. Meanwhile the MSS. which had been transmitted to Paris in 1790, and which had disappeared during the Revolution of 1792, had met with a fate less cruel than that which befell the "Lettres du Sepulcre," or the original Book of Jean d'Ibelin. They were plundered indeed, but not destroyed, and after passing through the hands of a Pole named Maleszewsko, they ultimately came into the possession of a person, who consented for a moderate sum to restore them to the archives of the Bibliothèque du Roi in 1828.

On this unexpected recovery of the Venetian MSS. the Académie Royale des Inscriptions et Belles Lettres in Paris wisely determined that an historical document, which illustrates in so remarkable manner the influence exercised by France over the institutions of the East at the most memorable period of the history of the Middle Ages, should no longer be exposed to the risk of being lost amidst the confusion of civil commotions or the catastrophes of foreign warfare, and a noble print of both the Venetian MSS. has been published by the French Academy in two folio volumes, forming part of their series of the Historians of the Crusades under the able editorship of the late Count Beugnot. This edition is worthy of the illustrious body of learned men, under whose auspices the literature of France has been enriched with a work of the highest utility in reflecting light both on the ancient customs of France, and on the early institutions of feudalism. Count Beugnot has published *in extenso* the Book of the Assises of the Court of the Burghers, and by a comparison of the various MSS. has constructed a new text, which he considers to be nearer the original text than the text of any of the existing MSS. The Editor, on the other hand, has selected the chapters on maritime law attributed to King Amauri I. from the text of the Munich MS., as being the most ancient existing MS., and as such the most interesting

for historical purposes, as well as being the text after which all the existing Greek MSS. have been drafted, subject indeed to slight modifications in them, which indicate their Cypriot origin as contrasted with the Syrian origin of the Munich MS. Besides the Latin glosses in the Munich MS. are something like the *visés* on a traveller's passport, which vouch for the truth of the account of his travels. So in the case of the Munich MS., the glosses do not interfere in any way with the text of King Amauri's laws, and they serve to show that the MS., from which it had been copied, had been annotated by a practitioner in the court at Acre, whose side notes were subsequently incorporated into the text of the Munich MS. by a scribe, who perhaps, as being less familiar with them, thought them to be more valuable than the text itself.

In contrast with the civilisation of the Franks, which they imposed on the vanquished races, whose countries they had overrun, and which was based on a system of personal relations between the grantees of great fiefs and the holders of land under them, there was another civilisation which was essentially territorial, and with which feudalism was fain to come to terms from its inability to exist without its alliance. It was impossible to regulate the operations of maritime commerce by any standard framed on the principle of feudal superiority. We find accordingly, that when the Norman princes had succeeded in subjugating the southern provinces of Italy, they were careful, after establishing their political supremacy over the country, not to interfere with the civil autonomy of the more important maritime cities, but to allow them to continue to enjoy their municipal liberties, amongst which was the right of entering into mutual relations of commercial intercourse with other cities. This intercommunal freedom of municipal life was a legacy of Imperial Rome, and it existed on the shores of the Baltic equally as on the shores of the Mediterranean, at a period

before any written records of mediæval legislation are discoverable. There is no antecedent improbability, that the maritime cities, which formed part of the dominion of the Norman kings of Italy in the twelfth century, should have maintained amongst the vicissitudes of government which overtook them after the downfall of the Exarchate of Ravenna, their civil liberties and their maritime franchises, and the Maritime Ordinances of Trani, if faith may be given to the date which occurs in the text of them, would be most valuable evidence of that fact.

Amidst the difficulties which beset all inquiries into the authenticity of any body of mediæval Sea-Laws, none are more embarrassing than those which arise from two simple circumstances: (1) that the text of the laws has been modernised from time to time to make them more intelligible to successive generations; (2) that additions have been made to the collective body of laws from time to time to increase the usefulness of the collection. The Judgments of Oleron supply a striking instance of the process of enlargement, to which an ancient collection of laws may be subject in the course of time. The earliest collection of these laws, to which a certificate of their having been extracted from the Roll of Oleron in 1266 is appended, consists of twenty-four articles, which are no doubt the original articles, whensoever first collected. But in the sixteenth century a version of those Laws consisting of forty-seven articles was published by Cleirac with the identical certificate of 1266 appended to them, without any explanation as to the source whence he had derived his text, or how the certificate came to be annexed to it, whilst in 1828 M. Pardessus has published a text still further enlarged of these Judgments, consisting of fifty-six articles, and has appended to them the same certificate of 1266, influenced by the idea that the collection would have a more symmetrical appearance with the certificate appended to it, and that the certificate

could not be productive of any error on the part of the reader, if the reason of its annexation were explained. Far be it from us to comment in a hypercritical spirit upon the work of M. Pardessus in this respect, but the example of so great a master of maritime jurisprudence serves admirably to illustrate the course, which has been adopted with equally good intentions by many of his learned predecessors.

The Maritime Ordinances of Trani had been entirely lost sight of modern days, until M. Pardessus called attention to them in his chapter on the maritime legislation of Europe during the invasion of the northern tribes, published in Paris A.D. 1828, (Lois Maritimes, tom. i. p. 143). By a curious coincidence the arch-priest Giuseppe Maria Giovene called attention to them in the same year in the first chapter of his important work published at Naples under the title of "Kalen-" daria Vetera Manuscripta, aliaque Monumenta Eccle-" siarum Apuliæ et Japygiæ, Neapoli, 1828." M. Pardessus had derived his knowledge of the work from a printed text of the Ordinances of Trani appended to a printed text of the Statutes of Fermo, of the date of 1507, which is preserved in the Bibliothèque Nationale in Paris. Fermo, which is a city on the coast of the Adriatic situated within the March of Ancona, about four miles distant from the sea, having a port upon the sea, which bears the distinct name of Porto di Fermo, and which was formerly a port of very considerable trade, was in 1828 within the States of the Church, whilst Trani is in the province of Puglia, forming at that time part of the Kingdom of the Two Sicilies. Both cities are now within the newly-created kingdom of Italy. It further appears that at the time when the printed copy of the Statutes of Fermo bears date, namely A.D. 1507, Fermo was a free municipality under the immediate suzerainty of the Holy See. The circumstances therefore under which the maritime ordi-

nances of a city in the south of Italy, which had no political connexion with Fermo, have come to be appended to the Statutes of Fermo, require some explanation before the Ordinances can be received as authentic, more particularly where the date of the maritime ordinances is so far remote from the time at which they purport to have been appended to the Statutes of Fermo. The researches of M. Pardessus did not enable him to supply any information on this head at the time, when he published the text of the Maritime Ordinances of Trani in the fifth volume of his Lois Maritimes, A.D. 1839.

The publication, however, of these Ordinances, which purport on the face of them to have been drawn up as early as A.D. 1063, was an event calculated to attract the attention both of philologists and of jurists; of philologists on the ground of the language of the Ordinances being Italian, of jurists on the ground of the Ordinances purporting to have been drawn up at so early a date by the maritime consuls of a Guild of Navigators at Trani. The introductory article of these Ordinances, which announces this latter fact, is as follows:—"In "the name of God, amen. In the year one thousand "and sixty-three, in the first indiction. These under-"written ordinances and reasons were made, ordained, "and provided and further deliberated by the noble "and discreet men, Sir Angelo de Bramo, Sir Simon "de Brado, and Commander Nicolas de Roggiero of "the city of Trani, consuls elect of the Guild of "Navigators, the most sufficient that could be found "in the Adriatic Gulf."[1]

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[1] Al nome delo Omnipotente Dio Amen. Millesimo sexagesimo tertio, prima indictione. Quisti infrascripti ordinamenti et rasone fo facti ordinati et providuti et ancora deliberati per li nobili et discreti homini, Misser Angelo de Bramo, Misser Simone de' Brado, et Conte Nicola de Roggiero de la cita de Trani, electi consoli in arte de mare per li piu sufficienti che se potesse trovare in quisto golfo Adriano.—Extract from the printed statutes in the Archives of Fermo.

There is nothing in the body of the Ordinances, which consist of thirty-two articles, that connects them in any way with the city of Trani, but there is prefixed to them a Latin title, "Ordinamenta et Consuetudo Maris "edita per Consules Civitatis Trani."

It may be presumed from their title and from the introductory article, that the Ordinances purport to be of Apulian origin. There is however no trace of any Apulian provincialism in the Italian text: on the contrary, there are traces of the dialect of the Venetian lagunes, whilst there are Latin words scattered here and there in the text, which may be either the relics of an early Latin text, of which the Italian is a translation, or are Latin phrases, which were in familiar use when the Ordinances were drawn up in the Italian tongue.

M. Pardessus felt the great difficulty arising from the combination of so early a date as A.D. 1063 with the use of the Italian tongue as the original language of the Ordinances, inasmuch as several learned writers on the origin of the Italian language, amongst whom M. Perticari and M. Libri are cited by M. Pardessus, are of opinion that there are no documents existing in the Italian language of a date earlier than the twelfth century, although there may have been an Italian patois of conversation as early as the eighth century; but M. Pardessus has justly observed that documents written in the spoken patois of the tenth or eleventh century would scarcely have survived, or if in any way preserved, will have been so preserved from their having been translated into the spoken language of a later period. On these and other grounds M. Pardessus was disposed to regard the Ordinances of Trani as a work, which had been originally drawn up in the rude Italian tongue as spoken in Apulia in the eleventh century, and which had been modernised at or shortly before the time when the Ordinances were printed and appended to the Statutes of Fermo in 1507.

Some difficulty had been felt by M. Pardessus in accepting the date of A.D. 1063, from the circumstance that the third of the consuls mentioned in the introductory article of the Ordinance has the title of " Conte " prefixed to his name, whilst it is matter of unimpeachable history, that Trani was subject in A.D. 1063 to Count Unfred as its feudal lord, and subsequently to Count Pietro, who revolted in A.D. 1073 against the Emperor Conrad II., and who was or had been succeeded by his son Godfrey, as Count of Trani. M. Pardessus has accordingly suggested that another interpretation is to be given to the term "il Conte," and that it was in fact a term of honour, not implying any kind of dominion, being the equivalent of the Latin "comes legum," a title of dignity awarded after twenty years of service to great jurists under a provision of the Code of Justinian (l. xii. tit. xv.).

Count Frederic Sclopis was one of the first to combat the opinion of M. Pardessus as to the great antiquity of the Ordinances in his Storia della Legislazione Italiana, published in 1840, of which a second edition has recently been published at Turin in 1863. Count Sclopis rests his objection to the early date of 1063 on the three following grounds:—(1) that Italian was not the language of legislation at so early a period as A.D. 1063; (2) that the title of count, in the sense of "comes legum," could not have come into use in Italy before schools of law were established in Bologna; (3) that there is a provision in the sixteenth article which is an anachronism, if it is attempted to refer it to A.D. 1063, namely, the provision that every master of a ship ought to take with him a ship's clerk, who is to be sworn of his commune (jurato del suo comune) to be honest and loyal. Count F. Sclopis is of opinion that the rule thus laid down had its origin at a period not so remote as the eleventh century. It should be observed, however, that M. Pardessus has adopted a different interpretation of the word "comune," and understands by it the community

or association of adventurers in a given voyage. The corresponding term is "il Comunale" in the Amalphitan Table (ch. viii.), and likewise in the Customs of the Sea (ch. ccii.). Such an interpretation of the word "comune" would be favourable to the high antiquity of the Ordinances, and there is much to be said in favour of it. It was a primitive practice, as may be gathered from chapter xii. of the Customs of the Sea, for the managing owner of a ship to appoint a ship's clerk, and for the ship's clerk to take an oath in the presence of the mariners and the merchants and the part-owners (if they were in the place) that "he would be dutiful and faithful "as well to the merchants as to the managing owners of "the ship, and to the mariners and to the passengers and "to all persons who sail on board the ship." This ancient practice would be in accordance with the interpretation, which M. Pardessus has attached to the word "comune," namely, "the parties associated in the com-"mon adventure." That this practice, however, had been superseded in some places by a stricter guarantee for the honesty of the ship's clerk by having him sworn in the presence of an authority on shore, before the system of "common adventure" had been superseded, may be inferred from a provision in the 25th article of the Amalphitan Table, which directs that every vessel should have a ship's clerk, who ought to come to the Court and be sworn according to the requirements of the ancient Rule (come requede lo Rito), and thereupon the writing of the ship's clerk shall be received in the Court as the proper public writing of a notary public. The practice of swearing the ship's clerk before some authority on shore would thus appear to have been of very ancient date, which fact is borne out by several documents of the thirteenth century, and amongst others by the provisions of the Maritime Statute of Marseilles of 1253.[1]

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[1] This statute has been published by M. Pardessus in his Lois Maritimes, vol. iv. p. 279.

It is provided in chap. xxvi. of that statute as follows: "Statuimus quod omnes scriptores navium, qui tamen "ibunt in nave aliqua in viagiis aliquibus, teneantur et "jurent speciali sacramento se scribere, et scribent "omnia avera mercatorum in suis cartulariis, &c.," and at the end of the same chapter there is a provision, which shows that the practice of having a sworn ship's clerk was of still more ancient date: "Præterea cum "sciamus olim fuisse statutum, id quod nobis videtur "utile, et hic repetimus renovando, videlicet ut domini "seu ductores lignorum cohopertorum Massilie in "omnibus viagiis, in quibus ibunt cum lignis suis vel "alienis cohopertis, quorum regimen ad ipsos pertinet, "habeant scriptorem in quolibet ligno bonum et legalem, qui fideliter scribat in cartulario suo omnes res et "merces que honerabuntur in ipsis lignis, seu avera et "signa ipsorum averorum et nomina et cognomina ipsorum mercatorum, quorum erunt res seu avera que in "dictis lignis honerabuntur, et predicti scriptores jurent "omnia fideliter scribere et facere bona fide." It is clear from this statute, which is one of the most ancient of the mediæval statutes of maritime law that have been preserved to our time, and of which we have an accurate knowledge of the date when it was drawn up, that there had been earlier statutes on the same subject. We also learn from another part of the same statute that the ship's clerk was required to be sworn in the Court at Marseilles, "et jurent in curia Massilie omnes scriptores predicta fideliter adimplere." It may be conceded to Count F. Sclopis that there is an interval of very nearly two centuries between the date inserted in the Maritime Ordinances of Trani and the known date of the Marseilles Ordinance, which is a circumstance of no slight importance, and that it is the opinion of some critics that the Italian articles of the Amalphitan Table are not of the same high antiquity as the earlier Latin articles. Nevertheless, if there was a municipality at Trani in the

eleventh century, it would be perfectly in accordance with the principles, which we find generally embodied in the legislation of a subsequent period, that the ship's clerk should be sworn before the municipal authorities on shore. It may be hoped that a clearer light will be thrown on the ancient practice of appointing a ship's clerk by further historical researches. Meanwhile Count F. Sclopis has proposed to reduce the date of the Ordinances by three centuries, and to read 1363 in the place of 1063. This would be equivalent to treating the date of 1063 as a clerical error of the scribe, and it would not entail any change in the indiction, as A.D. 1363 also coincides with the first indiction.

A very acute critic, who was amongst the first to publish the text of the Amalphitan Table almost immediately after its discovery in 1844, Signor Luigi Volpicella of Naples, has also published the text of the Ordinances of Trani in 1852. He agrees with Count F. Sclopis in considering the date of 1063 as inadmissible, but on very different grounds from those, on which Count F. Sclopis relies. He assents so far to his criticism, that he rejects the interpretation, which M. Pardessus has suggested respecting the title of "Conte" which is prefixed to the name of Nicola de Roggiero, and which he holds to be the Italian equivalent of the Latin title of "Comes" or "Comitus," in the sense of "Comes galearum." From this point of view he considers the prefix of Conte to be intended to denote the rank of Nicola de Roggiero as an officer of the marine next in order to a Vice-Admiral or an Admiral. Volpicella is also of opinion that the Ordinances were originally drawn up in Latin, and that the translator misapprehended the meaning of the term Comes or Comitus, and rendered it improperly "Conte." On the other hand, as regards the phrase "jurato del Comune," Volpicella sees no reason why, as Trani was an ancient municipality, the practice should not have prevailed there at a very early period of swearing the ship's

clerk before the municipal authorities on shore. The date of 1063, however, is a stumbling block to Volpicella equally as to Count F. Sclopis, and Volpicella considers it to be open to suspicion on palæographical considerations, inasmuch as it seems to have been the practice in the chief cities of Apulia for some time after the conquest of the Normans to continue to date all public documents according to the years of the reigning Emperor of Constantinople, of which several examples are forthcoming in the eleventh century both at Trani and at Tarento, and further it was the practice of the notaries public at Naples, long after that city had ceased to recognise the dominion of the Byzantine emperors, to continue to date all curial instruments according to the year of the reigning emperor at Constantinople, with the addition sometimes of the indiction. Volpicella, however, does not put forth this argument as conclusive, inasmuch as it is not unusual to find in such documents the Dominican era also appended in a sidenote, and in such cases a subsequent copyist of the Ordinances would be prone to adopt it in the place of an era no longer in use. Volpicella, on the other hand, has discovered what he deems to be a conclusive objection to the date of 1063 in the fact, that the use of surnames had not been introduced at Trani in the eleventh century, whereas the surnames of all the three consuls are recited in the Introductory Article of the Ordinances. Volpicella in support of this objection appeals to certain documents of the twelfth century, which are preserved in the archives of the cathedral of Trani, and in which various christian names are recited, coupled in each case with the christian names of the fathers, but without surnames. For instance, a deed of sale of a burial place in the cathedral church of Trani in the year 1142 is drawn up in the following form :—Mando, Abbot of the church of the Holy Apostle, and son of Mandone of the city of Trani, sells a burial place to Joannaccaro son of Luperisio, which is in the atrium of the church near the

burial places of Orso son of Giovanni, of Legaro son of the soldier Falcone, and of Milo son of the prothonotary Pietro. Volpicella states that there are no documents of the eleventh century known to exist at Trani, which contain surnames, and on this ground he considers, that the Ordinances cannot be referred to a period more ancient than the twelfth century. He has accordingly made choice of the year 1183 as their probable date, inasmuch as that year also coincides with the first indiction. Further with regard to the date of 1363, which has been suggested by Count F. Sclopis, Volpicella holds that date to be most improbable, inasmuch as Trani was at that period in a state of complete ruin, her trade annihilated, her port destroyed, and her population decimated and dispersed in consequence of the long and cruel wars between the Sicilians and the Neapolitans. So completely prostrated was the commerce of Trani at the commencement of the fourteenth century, that King Charles II. of Naples remitted to the city its annual contribution of one hundred ounces of gold, and granted it an annual subsidy of like amount towards the restoration of its port, and there is extant a diploma of Robert, Prince of Tarentum, of 18 November 1354, from which it appears that in that year Trani obtained the remission of an annual payment due to that prince on the ground of its poverty and its diminished population. Volpicella so far appears to make good his objection to the date of A.D. 1363. On the other hand, his crucial argument against the date of A.D. 1063, namely, that surnames were not in use at Trani in the eleventh century, is not of the paramount weight, which he attaches to it. The documents on which he relies, as well as a later document of 1063, both of which were published by the learned Domenico Forges Davanzati in illustration of his work entitled "Dissertazione sulla seconda moglie di Re "Manfredi e su' loro figluoli (Napoli, 1791), are from an ecclesiastical registry at Trani, and if it be admitted that they are good evidence of the practice at that time in

that registry, it does not follow that the ecclesiastical practice would necessarily be the rule in drawing up lay documents, more especially as there is abundant evidence that surnames were in use in Italy as early as in the tenth century. Muratori in his forty-second Dissertation has shown that surnames began to be used in Italy in the tenth century, became more frequent in the eleventh, and were in general use in the twelfth century. The Commander Niccola Alianelli cites Muratori's authority on this point as conclusive, and M. Eugène de Rozière has further called attention in his Dissertation on the true date of the Maritime Statute of Trani (Revue Historique du Droit Français et Etranger, tom. 1, Paris, 1855), to the use of surnames in many of the documents of the eleventh century, which are printed in the four first volumes of the "Regii Neapolitani Archivi Monumenta."

Further, the objection, which Volpicella has raised against the Dominican era, although he only treats the use of that era as a matter open to suspicion, and suggests that the Dominican era may have been introduced by a copyist or translator in the place of the year of the reigning Emperor of Constantinople, as a date more intelligible to a later generation, may be shown to rest on no solid foundation. If it be assumed, as Volpicella holds to be the fact, that the Ordinances of Trani were originally drawn up in the Latin tongue, two palæographical facts have been established by recent researches in the archives at Naples, namely, that during the eleventh century Greek documents were dated according to what is termed the era of Constantinople, whilst in Latin documents of that century the Dominican era was in frequent use. The great collection already referred to under the title of "Regii Neapolitani Archivi Monu-"menta" contains two such Latin documents, which are as early as A.D. 1058 and A.D. 1066, and it has a host of Latin documents of the latter part of the same century, which show that the Dominican era was at

that time in common use. Commander Niccola Alianelli, who has carefully examined these documents, further states that the era of Constantinople, that is the era of the Creation of the World, which was the calculation of the Greek Church, and was maintained in Russia until the reign of Peter the Great, is maintained throughout the Greek documents preserved in the Neapolitan archives down to the reign of the Emperor Frederick II. (1240–1243).

None of the writers above mentioned, as far as the Editor is aware, appear to have investigated the circumstances under which the Ordinances of Trani have come to be appended to the printed edition of the Statutes of Fermo of 1507. The Editor is under great obligation to the learned librarian of the municipality of Fermo, Il Marchese Filippo Cavaliere Raffaeli dei Signori de Colmullaro, who has furnished him with the fullest information as to the contents of the archives at Fermo, and may probably be induced hereafter to publish that information in a collective form. It would appear from the colophon inserted at the end of the Statutes of Fermo, that those statutes were printed at Venice in 1507 at the expense and under the care of Marcus Martellus, a native of Petriolo, a small village in the circle of Fermo, at the press of Nicholaus de Brentis and Alexander de Badanis. These statutes are followed by (1) the Ordinances and Customs of the Sea, issued by the consuls of the city of Trani, and (2) by the Order, Custom, and Right of Average according to the Anconitans (the people of Ancona). Neither, however, of these two latter documents form any substantive part of the Statutes of Fermo. They are simply an appendage to them without any explanation as to the reasons of their having been so appended. It would appear, however, that there were favourable circumstances at the commencement of the fourteenth century, which enabled the citizens of Fermo to emancipate themselves from the yoke of their

immediate feudal lord, and to recover their status of a free municipality under the suzerainty of the Holy See. A council was thereupon convened at Cernete in A.D. 1506 to collect and renovate their ancient statutes, at which was present an illustrious citizen of Fermo, Marcus Martellus, who had been for some time resident in Venice, having been invited thither to assist in renovating the laws of that republic, where he had been raised to the dignity of councillor of state. The Council of Cernete decided to entrust to Marcus Martellus the work of reducing the Statutes of Fermo into order, and of renovating the text and of superintending the printing of them in the city of Venice, and the colophon at the end of the Statutes in the edition of 1507[1] announces that they were so edited by Marcus Martellus at his own expense at the press of Nicholas de Brentis and Alexander de Badanis, the illustrious Lord Leonardo Lauredano being Doge. This was a period of considerable interest in the history of the Sea-Laws of the Mediterranean, for "the Customs of the Sea" had been recently printed at Barcelona in the Book of the Consulate of the Sea, and rumours of that fact were probably rife in the ports of the Adriatic, although no translation of the Customs of the Sea into Italian was attempted to be made at Venice before 1539, as far as any record of that fact has been preserved (vol. iii. p. xxxii.). There was something therefore in the atmosphere of the period, which would prompt Marcus Martellus to set up in type for the benefit of his fellow citizens at Fermo the text of a most ancient body of Sea-Laws, which, as far as we can judge by a comparison of their provisions with

[1] Impressum Venetiis auspiciis cura ac diligentia necnon et ære eruditi viri Marci Martelli tripatrii, Petriolani, Firmani, ac Veneti civis in caleographia diligentissimorum virorum Nicholai de Brentis et Alexandri de Badanis, illustrissimo principe Domino Leonardo Lauredano Rempublicam moderante. Anno Domini MDVII. Die xvii. Martis.

Puglia, but to the dialect of the lagunes of Venice. This has not escaped the notice of Signor Luigi Volpicella, who has signalised the words *rasone* for *ragione*, *casone* for *cagione*, *cargar* for *caricare*, *guastadi* for *guastati*, and other words, being forms of speech familiar to the natives of the lagunes, but unknown at Trani or in other parts of the province of Puglia. The intermixture of these Venetian forms of speech admits of a ready explanation, if it may be assumed, as the Ordinances were printed at Venice, that they had been translated from the Latin by a Venetian hand shortly before 1507. This assumption, however, would only be justifiable, if it could be shown that there was about that time a fitting occasion for such a translation of them to have been made at Venice for the use of the Venetian government, or of some maritime authority at Venice. Such an occasion had in fact arisen at the commencement of the sixteenth century, inasmuch as the city of Trani had become subject to Venice in 1496, and remained under the dominion of the Republic until 1509. During this period of her supremacy over Trani, Venice repaired the port of Trani and constructed an arsenal in that city, and it would have been a matter of the first importance to the suzerain state to possess a copy of the maritime laws of its subject city, and to have them translated into a language intelligible to the merchants and mariners of the lagunes. Marcus Martellus was both a jurist and a printer, and as he was employed in the service of the state at Venice to superintend the renovation and the printing of its laws, he may during such employment have become acquainted with the Italian version of the Ordinances of Trani, or may even have superintended their translation into Italian, and may have thought the work to be a worthy offering to his native country. It should be observed that both the Statutes of Fermo and [illegible] Appendix to them were printed at the expense [illegible] arcus

company with the edition of 1589. Two copies of the edition of 1507 are preserved in the archives of the library of the municipality of Fermo, as well as three copies of the edition of 1589. In addition the Marchese Filippo Raffaeli has made known to the Editor the existence of a third edition in the same library, the date of which cannot be precisely determined. It is a fragment printed on parchment, the title page of which has been destroyed. There can, however, be no doubt, from the character of the type and certain variations in the rubrics, that it is a different edition from either of the editions of 1507 and 1589. The Marchese has further communicated to the Editor that he possesses a copy in his private library of an edition of the Statutes of Fermo, with the Ordinances appended to them, which bears on its title page a complex inscription, "Firmi "apud Sartorium de Montibus. Impressa anno Domini "1589, et denuo Firmi apud Andream de Montibus. "Impressa anno Domini 1688." This edition would appear to be unique, and it is from the same press of Andreas de Montibus at Fermo, from which Signor Luigi Volpicella reports the subsequent edition of 1691 to have proceeded. From a very careful examination into the history of the Statutes of Fermo, confirmed by an inspection of a very ancient text of those statutes of the date of 1385, preserved in the archives of the town of San Severino, the Marchese Filippo Raffaeli considers that there can be no reasonable doubt, that the Ordinances of Trani were not appended to any text of the Statutes of Fermo earlier than the printed text of 1507. A question thereupon arises, how are we to account for the Ordinances being so appended to the text of 1507? A circumstance which has arrested the attention of Italian critics may throw some light on this question, namely, certain peculiarities in the Italian text of the Ordinances of Trani, since that text contains many words, which do not belong to the dialect of

Puglia, but to the dialect of the lagunes of Venice. This has not escaped the notice of Signor Luigi Volpicella, who has signalised the words *rasone* for *ragione*, *casone* for *cagione*, *cargar* for *caricare*, *guastadi* for *guastati*, and other words, being forms of speech familiar to the natives of the lagunes, but unknown at Trani or in other parts of the province of Puglia. The intermixture of these Venetian forms of speech admits of a ready explanation, if it may be assumed, as the Ordinances were printed at Venice, that they had been translated from the Latin by a Venetian hand shortly before 1507. This assumption, however, would only be justifiable, if it could be shown that there was about that time a fitting occasion for such a translation of them to have been made at Venice for the use of the Venetian government, or of some maritime authority at Venice. Such an occasion had in fact arisen at the commencement of the sixteenth century, inasmuch as the city of Trani had become subject to Venice in 1496, and remained under the dominion of the Republic until 1509. During this period of her supremacy over Trani, Venice repaired the port of Trani and constructed an arsenal in that city, and it would have been a matter of the first importance to the suzerain state to possess a copy of the maritime laws of its subject city, and to have them translated into a language intelligible to the merchants and mariners of the lagunes. Marcus Martellus was both a jurist and a printer, and as he was employed in the service of the state at Venice to superintend the renovation and the printing of its laws, he may during such employment have become acquainted with the Italian version of the Ordinances of Trani, or may even have superintended their translation into Italian, and may have thought the work to be a worthy offering to his native country. It should be observed that both the Statutes of Fermo and the Appendix to them were printed at the expense of Marcus

Martellus himself, and under his own superintendence, and his fellow citizens must have highly appreciated the work and must have found it useful, otherwise we can hardly account for the Maritime Laws of Trani continuing to be appended to the Statutes of Fermo in four subsequent editions of those statutes printed at Fermo, the last of which was printed at an interval of nearly two centuries after the first edition of them by Marcus Martellus.

The settlement of this subordinate question, if a satisfactory solution of it should hereafter be forthcoming, would assist us materially in deciding the principal question as to the date of A.D. 1063 being the correct date, when the Ordinances of Trani were originally drawn up in writing, as it would support the assumption, that there was a more ancient version of them, and that the original version of them may have been in Latin, in which case the most serious objection to so early a date as A.D. 1063 would be removed. There is no other extant mediæval body of maritime laws, which we can with certainty refer to so early a period, but there is trustworthy evidence that the Pisans had maritime laws drawn up in writing in the middle of the eleventh century, as the Emperor Henry IV. undertook to maintain them in a charter, which he granted to the Pisans in A.D. 1081, and there is also evidence that magistrates existed at Pisa in the twelfth century under the title of "Consules Maris." With regard to the "Tabula Amalphitana," recently discovered, both Italian and German critics agree in considering the Latin chapters of it to be of an earlier date than the Italian chapters, and there is nothing in the Latin chapters, which precludes our referring them to the eleventh century, when there is no doubt that Amalphi was in a state of high commercial prosperity. The Commander Niccola Alianelli, who in his treatise Delle Antiche Consuetudini e Leggi Marittime delle Provincie Napolitane, Napoli, 1871, has announced his intention of publishing

the Customs of Amalphi in his Collection of Ancient Municipal Documents of the Southern Provinces of Italy, is of opinion that there is internal evidence in the Latin articles of the Tabula Amalphitana, that they are of an earlier period than the twelfth century. But the problem of the origin of the Judgments of Oleron is in its way quite as difficult of solution in respect to any certain historical basis of their origin. We can trace them back in MS. to the time of Edward II., perhaps to the time of Edward I., if the MS. in the Guildhall of the city of London, of which a photographic facsimile is prefixed to the present volume, may be safely referred to that reign, but no further, and there is no record that refers them back to an earlier period, which is itself of an earlier date than the Fasciculus of 12 Edward III. What is wanting, indeed, in the case of the Ordinances of Trani is some external recognition of their having existed at a period earlier than A.D. 1507. Still they are not to be rejected, "carent quia vate sacro." The concurring circumstances in the history of Trani are not hostile to the date of A.D. 1063. Trani occupied a position in the van of the maritime cities on the Adriatic coast in the eleventh century. The Normans had succeeded in expelling the Greeks from Trani in A.D. 1043. Such an event would probably entail some reform of her maritime laws, and some reorganisation of her maritime tribunals; and as henceforth the commerce of Trani would be more than ever exposed to be plundered by the corsairs of the Greek and Illyrian coasts, and from her increasing commerce with the Levant would become also more exposed to Saracen corsairs, it is intelligible that she should have taken an early opportunity to repudiate the rule of the Roman law, and to declare all losses from corsairs to be matters of general average. So far there seems no difficulty as regards the subject matter of the more important and characteristic ordinances, in referring them to the eleventh century. The great

difficulty in referring the ordinances to so early a period is not so much in what regards their substance, as in what regards their form, and in supposing that there were in the eleventh century any courts of the sea so efficiently organised. At the same time, there is one remarkable feature not to be overlooked as regards the history of courts of mediæval law, that they seem to have sprung up suddenly from time to time like Minerva fully armed from the head of Jupiter. We know not how it happened that Eleanor of Guienne or Richard I. of England was able to collect together a body of maritime judgments, which proved to be so faithful and so complete a mirror of the customs observed in the trade between the ports of the Atlantic seaboard of France and those of the rest of Europe, that they have been accepted as law for centuries in the ports of the North Sea and of the Baltic equally as of the Mediterranean Sea, unless it was that the Maritime Court of Oleron was in advance of other courts in keeping a careful record of the decisions of its judges, and so possessed a body of judge-made law, which would have been sought for in vain in the neighbouring courts of Bordeaux and of Rochelle. A Mansfield and a Stowell would have adorned the judicial bench of England to little purpose as regards our knowledge of their admirable judgments, unless there had been in their days an established practice of reporting the judgments of the high courts in Westminster Hall and in Doctors' Commons. Their personal fame, as judges, might indeed have been great, but their labours would not have borne their present fruit, nor would posterity have been able to appreciate the full value of them.

It has been observed by M. Pardessus, that the general absence of written codes of maritime law in Europe of a date earlier than the middle of the thirteenth century is to be accounted for by the fact, that the countries, which Rome had subjected to her empire, continued to

observe a common law founded on the traditions of that empire, as long as those traditions satisfied the exigencies of maritime commerce. We find accordingly, that the mediæval maritime codes contain frequent references to an antecedent practice (usus), upon which new rules were engrafted, either as supplemental rules or as modifications of the ancient practice, to which reference is elsewhere made from time to time as the common law in cases not affected by the new rules. There can be no doubt that the Italian cities on the coast of the Adriatic Sea were in a condition to require modifications to be made in the traditional Law of the Sea, which they had inherited from Rome, at an earlier period than the Iberian cities on the more western shores of the Mediterranean, and the occupation of Narona by the Slavonic tribes, which overran successfully Illyria and wrested that province from the Greek emperors, gave rise to an organised system of piracy in the Adriatic Sea, which exposed the maritime commerce of the Italian seaports to losses, for which the rules of general average sanctioned by the Digest and by the Basilica made no adequate provision. There are accordingly found in the Ordinance of Trani provisions on the subject of general average, which are departures from the Roman law, and which would be reasonable innovations in the eleventh century, whilst there are provisions on other subjects, which were out of date in the fourteenth century, and would hardly have found a place in a Table of Sea Laws issued for the first time in that century. For instance, the provision in Article XXX., that a written agreement, signed on board a vessel on the open sea, should not be binding on the parties unless the vessel at the time of the agreement was moored to the shore by four hawsers, would have been appropriate to the eleventh and twelfth centuries. But the practice of mooring with four cables, which was usual at the period when the Judgments of the Sea were first reduced into writing, had

been abandoned before the Customs of the Sea were collected together in the Book of the Consulate of the Sea, as, according to those Customs, contracts signed on board ship are valid, provided the ship is in a place where she is moored by one cable or hawser on shore (iii. p. 447). Again, another provision deserves notice, which occurs in Art. xxviii., under which the master of a ship is forbidden to strike a mariner or to pursue him beyond the chain of the rowers. The mariner on the other hand is to escape beyond the chain, if he should be pursued by the master, and to call out three times, "In "the king's name (signoria) do not touch me," and thereupon may defend himself. A corresponding provision to protect the mariner from ill usage is found in the Judgments of Oleron (Art. 12), in which there is no allusion to the chain of the rowers, probably because the build of the vessels engaged in the wine and salt trade of Gascony was different from that of the ordinary merchant vessels of the Mediterranean; but in the Customs of the Sea (ch. cxx.) there is almost an identical provision, that the mariner shall escape to the bow of the vessel beyond the chain, and if the master passes the chain and pursues him, the mariner may defend himself. There is no provision, however, in the Customs of the Sea requiring the mariner to warn the master, that he claimed the protection of the law. The Editor is disposed to think that this peculiar provision of the Ordinance is in favour of its high antiquity. The Norman conquest of Apulia was completed in A.D. 1043, and the term "signoria" would be an appropriate term in A.D. 1063 to denote the criminal judge or magistrate on shore, to whom appeal might be made by the mariner on the return of the vessel to port. The term is frequently used in mediæval sea laws to distinguish the local magistrates in criminal matters from the prudhommes or the judges in questions of civil right, and further research may establish the fact that one immediate consequence of the Norman conquest of Apulia

was to place Trani immediately under the sovereignty of a Count, who had the right of criminal justice.

The various bodies of Sea Laws, which the Editor has grouped together in the present volume, will, it is hoped, be found useful both to the student of comparative jurisprudence, and to the practitioner in the Law Courts of the Sea. England has embarked on a grave experiment in jurisprudence. She has repudiated altogether the division of labour in her system of law-procedure, and as regards the Admiralty judicature has virtually abolished it as a special judicature, having constituted every county court an Admiralty court, and having made the House of Lords the Supreme Court of Appeal in the place of the Queen in Council. It will be by no means a light task for judges, who have been trained up in the exclusive study of the principles of the English municipal law, to accommodate themselves to a new stand-point of law in dealing with questions, which will come before them from time to time as judges in maritime causes. The Editor well remembers the difficulty which the members of the Judicial Committee of the Privy Council experienced in mastering the conception of the juridical idea of the indelibility of a maritime lien resulting from a maritime tort, although the then Chief Justice of the Court of Common Pleas presided over the committee (the Bold Buccleugh, vii. Moore, p. 267). On the other hand, it is notorious that the mischievous practice of "deck-"loading," with which the Parliament of England has lately endeavoured to grapple in a hasty and imperfect manner, has been fostered by the decisions of the Common Law courts of England, which, having ousted in ancient days the Admiralty courts from their proper jurisdiction over questions of maritime average, have in modern times felt compelled by their own rules of decision to allow the municipal doctrine of "express "contract" to override the "Custom of the Sea." The maritime legislation of the Queen of the Adriatic on the

subject of deck-loads is well worthy of study in the present day (Droit Maritime de Venise, Pardessus, tom. v. p. 64 and 65), under which the owners of deck cargo thrown overboard to save the vessel had no claim to contribution, whilst the shipowner who allowed deck cargo to be laden on board his vessel forfeited all claim of average against the cargo, and every special contract to the contrary was declared to be null and void. There is no reason, however, why the county court of Liverpool or of Hull, or of Newcastle-upon-Tyne, should not be from time to time as famous for the soundness of its decisions as the Maritime Courts of Oleron and of Barcelona and of Dantzic were in ancient times, for the fame of those ancient maritime courts does not seem to have been founded on any supremacy which they exercised over other courts, but on the accident that they had from time to time able judges. What may be regarded as a subject of congratulation in the midst of such important changes in England, is, that,as the House of Lords has been charged with the weighty responsibility of hearing all questions of appeal from the Admiralty Courts, in which the parties are as often foreigners as subjects, it has been the wisdom of the Legislature to authorise the government of the Crown to enroll amongst the members of that House, for the purpose of discharging more effectually its appellate duties, one or more eminently judicial minds, and it may be reasonably expected that amongst them will be found judges capable of applying the principles of the law maritime and of the law mercantile to new cases in as large a spirit of equity and with as much sagacity, as a Stowell or a Mansfield. The House of Lords has been in ancient times a bulwark of the law maritime in the sense in which it maintained "the Law of the Sea" to be the rule of the Admiralty Courts in cases of collision, where both vessels were to blame, and would not allow it to be overridden by the municipal law (Hay v. Le Neve, 2 Shaw's Scotch

was to place Trani immediately under the sovereignty of a Count, who had the right of criminal justice.

The various bodies of Sea Laws, which the Editor has grouped together in the present volume, will, it is hoped, be found useful both to the student of comparative jurisprudence, and to the practitioner in the Law Courts of the Sea. England has embarked on a grave experiment in jurisprudence. She has repudiated altogether the division of labour in her system of law-procedure, and as regards the Admiralty judicature has virtually abolished it as a special judicature, having constituted every county court an Admiralty court, and having made the House of Lords the Supreme Court of Appeal in the place of the Queen in Council. It will be by no means a light task for judges, who have been trained up in the exclusive study of the principles of the English municipal law, to accommodate themselves to a new stand-point of law in dealing with questions, which will come before them from time to time as judges in maritime causes. The Editor well remembers the difficulty which the members of the Judicial Committee of the Privy Council experienced in mastering the conception of the juridical idea of the indelibility of a maritime lien resulting from a maritime tort, although the then Chief Justice of the Court of Common Pleas presided over the committee (the Bold Buccleugh, vii. Moore, p. 267). On the other hand, it is notorious that the mischievous practice of "deck-"loading," with which the Parliament of England has lately endeavoured to grapple in a hasty and imperfect manner, has been fostered by the decisions of the Common Law courts of England, which, having ousted in ancient days the Admiralty courts from their proper jurisdiction over questions of maritime average, have in modern times felt compelled by their own rules of decision to allow the municipal doctrine of "express "contract" to override the "Custom of the Sea." The maritime legislation of the Queen of the Adriatic on the

subject of deck-loads is well worthy of study in the present day (Droit Maritime de Venise, Pardessus, tom. v. p. 64 and 65), under which the owners of deck cargo thrown overboard to save the vessel had no claim to contribution, whilst the shipowner who allowed deck cargo to be laden on board his vessel forfeited all claim of average against the cargo, and every special contract to the contrary was declared to be null and void. There is no reason, however, why the county court of Liverpool or of Hull, or of Newcastle-upon-Tyne, should not be from time to time as famous for the soundness of its decisions as the Maritime Courts of Oleron and of Barcelona and of Dantzic were in ancient times, for the fame of those ancient maritime courts does not seem to have been founded on any supremacy which they exercised over other courts, but on the accident that they had from time to time able judges. What may be regarded as a subject of congratulation in the midst of such important changes in England, is, that,as the House of Lords has been charged with the weighty responsibility of hearing all questions of appeal from the Admiralty Courts, in which the parties are as often foreigners as subjects, it has been the wisdom of the Legislature to authorise the government of the Crown to enroll amongst the members of that House, for the purpose of discharging more effectually its appellate duties, one or more eminently judicial minds, and it may be reasonably expected that amongst them will be found judges capable of applying the principles of the law maritime and of the law mercantile to new cases in as large a spirit of equity and with as much sagacity, as a Stowell or a Mansfield. The House of Lords has been in ancient times a bulwark of the law maritime in the sense in which it maintained " the Law of the Sea " to be the rule of the Admiralty Courts in cases of collision, where both vessels were to blame, and would not allow it to be overridden by the municipal law (Hay v. Le Neve, 2 Shaw's Scotch

folios contain the Gotland Sea Laws in Low German. Of these the first fourteen articles are in the same handwriting as the preceding Danish laws, but the remaining fifty-two articles are in a different hand, although of the same period. The eight last folios of the MS. are of paper, the rest of the MS. being of vellum. The Gotland Sea Laws commence on the back of folio 271, with the title "Waterrecht" prefixed to them. At the commencement of the first article is a large letter I. in gold on a blue ground, and each of the thirteen next following articles commences with a fresh line with red initials. These articles have no headings, but the scribe has added Arabic cyphers in the margin. The second division of the Gotland Sea Laws commences on folio 272, also with the title "Waterrecht" prefixed to them, after which come fifty-two articles numbered consecutively with Roman cyphers. Each of these articles commences with a coloured initial letter, alternately blue, red, or green, and sometimes turned upside down, as the space may require, so that they are clearly the independent work of another scribe. These fifty-two articles make up the sixty-six articles of the entire series of Gotland Sea Laws published by Godfrey of Gemen, and they have been brought into connexion with the preceding fourteen articles by the insertion of Arabic cyphers in the margin in continuation of the preceding Arabic cyphers. The compiler of the MS. has also added short annotations to both series of articles. This MS. is the earliest known MS. in which the fourteen first articles of the Gotland Sea Laws, generally described as the Lubeck portion of them, occur in immediate connexion with the Flemish and Dutch portions of them. An erroneous translation of a word in the fifteenth article of the Flemish Sea Laws (Art. 30) has led to that article being divided into two articles in the MS. This division of the fifteenth article into two articles, coupled with the union of two subsequent articles, which thereby make up the sixty-second

article, is the distinguishing feature of the MSS. of this Copenhagen and Lubeck family, as contrasted with those of the Greifswald and Husum family. Professor Schlyter is of opinion that Godfrey of Gemen framed his text of the Editio Princeps after this MS., although he has made slight alterations in it, and has varied considerably the concluding article. The MS. seems from an inscription in it to have once belonged to Henrich Moensen, Burgomaster of Elsinore (Introduction, p. xxxi.).

*MS.* 28, *Arne-Magnussen* Collection, in the Library of the University of Copenhagen, quarto, paper, in a handwriting of the latter half of the fifteenth century. This MS. appears from an inscription in it to have belonged to Archbishop Birger of Lund, in A.D. 1515, who gave it "pro usu sedis Lundensis in Schania." It consists of 201 folios, of which the first ninety-six contain Danish Laws. Then come twelve folios, the first of which is headed with the title Recht Water Recht, which is followed by fifty-two articles of the Gotland Sea Laws, the Lubeck portion of those Sea Laws being omitted. These fifty-two articles, however, do not correspond accurately with the fifty-two articles of MS. No. 3123, as articles 44 and 46 of that MS. are omitted, but articles 48 and 62 of that series are each of them divided into two articles in this MS., so that the aggregate number of articles is fifty-two. The rubric Recht Water Recht is prefixed to most of these fifty-two articles. The remaining folios of the MS. contain Danish Laws (Introduction, p. lxiv.).

*MS.* B. 74, in the Royal Library at Stockholm, quarto, partly paper, partly vellum, in a handwriting varying from the 14th to the 16th century. It contains 169 folios. The first portion is of paper, and contains Danish Laws in a handwriting of the 16th century. Then follow Laws of Scania on vellum in a handwriting of the latter part of the 14th century.

Folio 155, which is of paper, commences with a rubric, Recth Water Recth, after which come the Gotland Sea Laws in Low German, commencing with the first of the Flanders Articles (Article 15), the fourteen Lubeck Articles being omitted. These Laws are in a handwriting of the 15th century. Article 26 is omitted and Article 48 is divided into two articles, but the conclusion of it as well as the remaining articles are missing. Several of the articles have prefaced to them the rubric, "Recth Water Recth," or simply "Recth."

*MS.* 22, *Arne-Magnussen* Collection, in the Library of the University of Copenhagen, quarto, vellum and paper, in a handwriting partly of the 15th century, partly of the 16th. It contains 200 folios. The early folios contain Danish Laws. Folio 151 commences with the Gotland Sea Laws in Low German, consisting of fifty-two articles, the fourteen Lubeck Articles being omitted. The Sea Laws have no title prefixed to them. The order of the articles agrees with that adopted in MS. No. 28, the 44th and 46th Articles being omitted, and Articles 48 and 52 being each divided into two articles, so that the series of fifty-two articles is complete. At the end of these Sea Laws is a colophon "ghescreuen " uppe Niköpynghe an unsser leven vrowen avende " visitationis in deme yare nonagesimo 4to." (written at Nikoping on the eve of the Visitation of the Blessed Virgin, a° 1494). The Sea Laws are on paper. The remainder of the MS. is of vellum.

*MS.* 65, *Dreyer*, in the Archives of the city of Lubeck, small quarto, paper, in a handwriting of the 16th century. It contains 84 folios. An inscription on the first page states that it once belonged to Cordth Moller, and on the back of the same page are the words "Anno 1620, Johann Kolmeyer." On the second page there is written in strong black characters the following title, "Dath Lubsche rechte, also de Keysser

" dyssen Stadt ghegeven hefft, scriptum et completum " anno ab incarnatione Salvatoris nostri, 1533." The first part of the MS. comprises the code of Lubeck Laws published by H. Brokes in his Observationes Forenses, Lubecæ et Altonavii, 1765, under the title of Codex Primus. The Sea Laws of Wisby commence on folio 67, with the following rubric prefixed to them: "Hyr " begynnet dat water effte See-recht unde ys dat " oldeste unde hogeste recht van wyfsbüw." Each article has a rubric prefixed to it, announcing it to be the first or second article, as the case may be. At the end of the concluding article, which breaks off precisely in the same place as the last article in the Editio Princeps of 1505, with the addition, however, of the words "et cetera" (see the Gotland Sea Laws, p. 126), is a red letter colophon, "Scriptum et completum, anno 1533," and below it a further colophon: " Hyr endiget sick dat water " effte zeerecht dat de gemeyne Kopman unde Schyppers " geordineret unde gemaket hebben to wyfsbuy dar " sick alle manne hyr na richten mach." The articles of the Copenhagen MS., No. 3123, which are numbered 7, 11, 20, 25, and 38, are not found in this MS. The articles also, which are numbered 48 and 62 in that MS. are divided in this MS. each into two articles, so that they make up altogether sixty-three articles, including the Lubeck Articles, which are twelve only in number, Articles 7 and 11 being omitted. The thirty-fifth Article, which is the fortieth in the Copenhagen MS., has the following title prefixed to it: "Dyt is de Ordinantie de de " gemeine schipperen unn koplude myt malkanderen " begerende van schyprecht dat men in Hollant, Zelant, " Vlanderen holdende syn, unn myt dat Wyssbuyrechte " dat is dat Olste Waterrecht. (Introduction, p. lxvi.)

*MS. Petersen*, now in the Library of the Gymnasium of Lubeck, formerly in the possession of Archdeacon Petersen of the Cathedral Church of Lubeck, quarto,

paper, in a handwriting of the 16th century. It contains 97 folios. On the title page is the following inscription, "In desseme boeck vyndes tu dryerley. Tho deme "ersten dat rechte boeck der keyserlyke Stadt Lubeck. "Tho deme anderen van erffschyckynghe keyszerlikes "rechtes. Tho deme drudder dat water effte dath "alder oldeste szee rechte van Wyszbüw edder schypp "recht ghenomet." The early folios of the volume contain the Lubeck Code of Laws, which H. Brokes has published under the title of "Alter Codex" in his Observationes Forenses. The Sea Laws of Wisby commence on folio 73 with the rubric "Hyr begynnet dath "water effte See-recht unde ys dat hogeste unde dat "oldeste water effte see recht van Wyssbüw." The text in respect of the order and the number of the articles agrees with the text of MS. Dreyer. Each article has a rubric prefixed to it announcing it to be the first or the second, as the case may be. The thirty-fifth Article, which corresponds to the fortieth Article of the Copenhagen MS. 3123, commences with the rubric, "Item dyth "ys de ordinantzie de de gemeyne Schyplude unde "koplude myth malk anderen begerende van Schyp-"rechte dat men yn Selandt, Hollant, Vlanderen hol-"dende syn unde myt dat wysbüw rechte dat ys dath "oldeste water rechte," and at the end of the concluding article, which breaks off precisely as the text of that article in the Editio Princeps of 1505 (see Gotland Sea Laws, p. 126), is a red letter colophon, "Hyr endiget "syck dat water effte see-recht dath de ghemeyne "kopman unde schyppers geordineret hebben to wyfsbuw "dar syck alle manne hyr na rychten mach, etcetera. "Ghescreven inth yaer na Gades borth, M. v^o^., unde "xxxvii. in urbe." (Introduction, p. lxviii.)

## SEA LAWS OF OLERON.

*MS. Brugense.* In the Archives of the Library of the city of Bruges, small folio, paper, in handwriting partly of the latter half of the 14th, partly of the first half of the 15th century. It contains 151 folios. It has no frontispiece or title page, and the first folio commences with a Flemish version of "the Rolls of Oleron of the Judg-"ments of the Sea," to which is prefixed the following heading, "Dit es de coppie van den Rollen van Oleron "van den vonnesse van der zee." The Rolls themselves consist of twenty-four articles, after which come various remarkable documents, such as "La coutume du Franc "ou Chatellenie de Bruges," in Flemish verse, "L'Or-"donnance réglement des Deelmans, le réglement dit "des xviii. points, la paix de Tournay de 1385, des "réglements et formules de procedure, des listes de "magistrats de la ville, des traités relatifs à l'Etaple de "Bruges, de Sluys, et de Damme, &c." The most ancient of these documents bears the date of 1289, and the list of magistrates is continnued to 1450. The MS. volume has evidently been the work of several hands, to judge from the different characters of the handwriting. The writing of the Rolls of Oleron is considered by the learned archivist M. Gilliodts van Severen to be of the latter part of the 14th century (1350 to 1380). The MS. is designated in the Inventoire des Archives de la Ville de Bruges, published under the direction of the Belgian Government in 1875, as the Purpurenbouc (the Purple Book). Other books in the archives are styled Groenenbouc, Roodenbouc, Wittenbouc, &c. (Introduction, p. xlvi. and lxxxvi.)

*Liber Memorandorum*, in the Record Room of the Guildhall of the city of London, quarto, vellum, in an early hand of the 14th century. It contains various charters and writs, the earliest being of 28 Henry III., and the latest of 8 Edward II. The Laws of Oleron

commence f. 103 b., and end f. 110 b. The original MS. ends f. 170, after which come a few blank folios, and then another MS. of a later hand, which contains two Inquisitions of 18 Edw. III. and 28 Edw. III. respectively, the whole number of folios of the volume being 193. The text of the Laws of Oleron in this MS. has a peculiarity, which is not without significance in its bearing on the title of the Judgments of Oleron, which are styled "Les Costumes d'Oleron" in the Bordeaux MS. (vol. ii. p. 210). A corresponding peculiarity may be observed on the facsimile page of the MS. which is prefixed to the present volume, namely, the nineteenth article of the Laws concludes with the words, "Et ceo est la custume en ceo "cas," whereas all the other articles conclude with the usual sentence, "Et ceo est le juggement en ceo cas." This MS. contains the oldest known text of the Judgments of Oleron, which was evidently held in great esteem in the fourteenth century, as the text of the Laws of Oleron in the Liber Horn in the same archives, and the text of MS. Rawlinson, B. 356, in the Bodleian Library, Oxford, which are both MSS. of the fourteenth century, are identical with it, all the defects and other peculiarities in the text of the Liber Memorandorum appearing in both those MSS., in which they have been subsequently corrected by a later hand, whilst they remain in the Liber Memorandorum uncorrected.

*MS. Selden*, B. 27, formerly No. 3341 in the Archives of the Bodleian Library, Oxford, small quarto, vellum, in a hand of the fifteenth century. This volume has been erroneously described by Alexander Luders in his Tracts on the Law and History of England, Bath, 1810, as the Black Book of the Admiralty, which was then missing from the Admiralty Registry. The MS. was formerly the property of Selden, who cites it more than once in his Vindiciæ Maris Clausi, under the title of MS. Commentarius de Rebus Admiralitatis. It bears on the first page an inscription, which is mentioned by

Selden, "MDLXXIX. Liber Giulielmi Hareward Supremæ "Curiæ Admirallitatis Angliæ Registrarii." A facsimile of the writing of this MS. has been inserted in the present volume, so as to enable the reader to compare it with a facsimile of the writing of the Black Book of the Admiralty, which is inserted in vol. iii. The marginal notes in the two MSS. have evidently been made by one and the same hand, and would appear from Selden's MS. to be in the handwriting of Thomas Hareward, Registrar of the High Court of Admiralty, A.D. 1539. The MS. contains only the six first parts of the Black Book of the Admiralty, the Laws of Oleron being inserted in the third part before the Inquisition held at Queensborough A.D. 1375.

### Code of the Teutonic Order.

*MS. Dreyer*, in the Library of the University of Gottingen, small quarto, parchment, in a handwriting of the first half of the fifteenth century. It contains two codes of law. The first code, which consists of 240 articles, is the Livonian Code, so named as having been sent by the Senate of Lubeck to the Master and Brethren of the Teutonic Order of Livonia, at Memel, A.D. 1254, The second code, which consists of 165 articles, contains Laws of Hamburg of A.D. 1270. This MS. was a bequest to the University of Gottingen from Syndicus Dreyer in 1798. How it came into his possession is unknown. Dr. J. F. Hach in his Introduction to his Alte Lübische Rechte, p. 17, conjectures that the MS. once belonged to a town in Holstein. There is a MS. closely corresponding with it, but of later date, in the town hall of Segerberg, an important city of Holstein. The MS. appears to have been known by repute to the great uncle of Syndicus Dreyer, namely, the Chancellor E. J. de Westphalen, who thus speaks of it: Tertium locum occupat Codex

Livonicus, a° 1254, scriptus est ad instantiam Alberti II. Episcopi Rigensis, communicatus cum ordine Teutonico ac urbis Memelæ Senatu, forte haud diversus a Tunderensi et Kilionensi sive quod ad similitudinem veri magis accedit a vernaculo A. 1240. There is an inscription on the paper inside the wooden binding of the MS. to the following effect: "Codex Juris Lubecensis " anni MCCLIIII., magistro et ordini Teutonico in Livo- " nia communicatus. Cedit Bibliothecæ Academiæ Got- " tingensi ex reculis J. C. Dreyer. Lubeck d. 28 Dec. " 1798." (Introduction, pp. xxxiii. and xxxviii.)

## The Flanders and the Amsterdam Sea Laws.

*MS. Kampense*, in the archives of the city of Kampen, in Guelderland, quarto, vellum, in an early handwriting of the fifteenth century. A somewhat later hand has inserted a table of contents on the three first folios, beginning as follows: Dat schiprecht, dyt Boeck hoirt der Stadt van Campen hoe ende is tboeck vanden waterrechten van water Reht is oick jnden stat gulden boic: Dit is die taeffel, &c. On the fourth folio the text of the Flanders Sea Laws commences thus: Dit is tfonnesse. Eerst men maect een man meester van enen scepe, &c. Twenty-three articles follow, completing the number of twenty-four, and ending near the bottom of the seventh folio, when the Amsterdam Sea Laws commence, which fill seven more folios and consist of thirty articles. The following title is prefixed to the first article of these laws: Dit is die Ordinancie die die Schiphers enn enn (*sic*) die coepluden mit malcander begheren van scipprecht. The first article commences: Eerst, wair dat een scipp brake off dat men doir zeilde, wair dat dat wair dochte den coepluden den stuerman ende den mierren hope vanden ghesellen goet, datmen maken mochte, soe soude die scippher maken

ende brenghen den coepluden hoir goet daer hyt hem ghelaeft hadde, des hem god spaerde von ongheval, &c. At the bottom of the fourteenth folio an additional sea law commences: Dits waterrecht. Ende wair dat een stuerman off een schippman hem bestede mit enen sciphere, ende die stuerman off die scipman een wyff name ende opten lande bleve, die soude quyt wesen vanden scipphere, mar had hi ghelt off loen van den scipphere ont faen dat soude he hem weder geven. Four blank folios complete the volume. The MS. referred to in the table of contents prefixed to the Flanders Sea Laws under the title of "Gulden Boeck" (Golden Book), and another book in the same archives, entitled "Boeck van Rechten," contain several sea laws of the fourteenth century, which were special enactments of the Corporation of Kampen. The learned archivist of the city of Kampen, Dr. J. Nanningullitterdyk, is disposed to regard this MS. as a MS. of the latter part of the fourteenth century; but experts, both in London and in Copenhagen, to whom a facsimile of the MS. has been submitted, pronounce the writing to be of an early fifteenth century hand. Under any circumstances this MS. is the oldest known MS. of the Flanders and Amsterdam Sea Laws extant in any of the Belgian or Dutch archives. (Introduction, p. lxii.)

*MS. Dordracense,* in the archives of the town of Dordrecht, 8vo., paper, in a handwriting of the fifteenth century. It commences with the twenty-four articles of the Flanders Sea Laws, which are followed by the Amsterdam Ordinances, which break off in the middle of the twenty-ninth article, in consequence of four folios of the MS. having been torn away. A facsimile of this MS. has been published in a Dutch palæographical work in the year 1818, entitled, Proeven van oud Nederdeutsch Schrift, uitgegeven door de Maatschappij tot Nut van't Algemeen (Specimens of old Dutch Handwriting, published by the Society of General Usefulness).

M. Pardessus has described this MS. in his Lois Maritimes, tom. iv. p. 8, as probably of the end of the fourteenth century. He may have been led into an error by the report of a friend, or may have by inadvertence written the words probablement de la fin "du XIV$^{e}$ siècle" instead of "du XV$^{me}$ siècle." The Editor has had the advantage, through the kindness of Dr. Bredius of Dordrecht, of submitting a facsimile of the MS. to experts in England, who agree with the archivist of Dordrecht in holding the writing to be of the latter half of the fifteenth century. A more recent hand has added the title, "Watterreghten der Stadt Dordrecht de anno 1439." (Introduction, p. lxii.)

*MS. Dantiscense*, in the archives of the city of Dantzic, quarto, vellum, in a handwriting of the fifteenth century. It consists of twenty-two folios. The first eleven folios contain the Sea Laws of Flanders, the last eleven the Ordinances of Amsterdam. The text of this MS. is the most clear and the most accurate of all the MS. versions of those laws in the old German tongue. It is superior to the text of MS. No. 3123, in the Royal Library at Copenhagen, from which the Editor has taken the text of the Gotland Sea Laws, but the affinity is so great between the two MSS. as to suggest that this Dantzic MS. contains an accurate copy of the text of the Flanders and Amsterdam Sea Laws, which was in use at Wisby in the fifteenth century, and which was so famous, that the Town Council of Dantzic procured a copy of it to be sent to them by the Town Council of Wisby in A.D. 1447. (Introduction, p. xxxiii.)

*MS. Briellense*, in the archives of the town of Brielle on the Maas, in South Holland, octavo, vellum, in a hand of the fifteenth century. It has prefixed to it the title, "Dit is die tafele van den waterrechte en Vlaenderen," and below, in a hand of the seventeenth century, bevonder accorderende met de ordonnantien welck de

gemeene schippers ende coopluyden opt stuck van de seerechten gemacet hebben tot Wisbuy (signed) By my als clercq Royer. It contains the Flanders Sea Laws and the Amsterdam Ordinances forming altogether forty-eight articles, the last article being that, which allows a mariner to renounce his engagement to the master of a ship in case he should marry a wife (Art. xxvi. in the Dantzic MS., p. 358). The text of the Amsterdam Ordinances in this MS. is undoubtedly an early text, but it appears from a note appended at the end of the Ordinances by the same clerk of the Maritime Court, that he held the MS. to be a defective version of the Wisby Sea Laws and the scribe to have forgotten to add eight other articles: "Dese vaergaende ordonnantie accor-"diert met het Wisbuysche waterrecht uytgesondert "de leste 8 artikeln, welche alheer syn vergeten te "schryven." The Editor has to thank M. L. Ph. C. van den Berg, the Director of the archives of the kingdom of the Netherlands, for his examination of this MS., and for his kind assistance in endeavouring to discover a MS. of the Flanders Sea Laws and Amsterdam Ordinances in a hand of the fourteenth century. None such is at present forthcoming from any Dutch archives.

### Wisby Town Law on Shipping.

*MS.* B., 63, in the Royal Library at Stockholm, small folio, vellum, in a hand of the fourteenth century. The volume consists of ninety-one folios, of which the five first folios were originally left blank, the sixth folio on the reverse side commencing with a table of the contents of the chapters of the Wisby Town Law (Visby Stadslag). This table extends as far as the thirteenth folio. The three next folios were originally left blank, and on the first side of folio seventeen the Preamble of the Wisby Town Law commences, and the Town Law extends as far as folio eighty-six, after which five folios follow,

originally left blank by the scribe of the Town Law. The Wisby Town Law and the Table of the Chapters, both of which are in Low German, are written by one and the same hand of the fourteenth century. On folios (3–5) and folios (14–16), Danish Ordinances and privileges have been inserted in a hand of the sixteenth century. On one of the last folios, which follow the Wisby Town Law, and which were originally left blank, a brief of Pope Innocent IV., of 22 Sept. 1253, headed "De pre-" "sentatione curatorum," has been inserted in a hand of the fifteenth century. There can be little doubt that this MS. is the original volume, which Hadorph obtained from the Town Hall at Wisby, from the text of which he published his edition of the Wisby Town Law in his collection of Gothic and Swedish Laws (A.D. 1676–1689). On one of the pages, originally left blank at the commencement of the volume, there is this inscription: "In " the year 1623, on the 19th May, this book has been " delivered into the keeping of the honorable and learned " man, Mr. Hanss Stretton, lord of the parish (sogne- " herre"). This inscription is probably a memorandum of the loan of the MS. to Hanss Stretton to assist him in compiling his Chronicles of Gotland, or it may be intended to record that Hanss Stretton was appointed keeper of the archives at Wisby, and as such received charge of this very precious volume. On the inside of the cover is the following MS. note: "This is the Wisby " Town Law, or Gotland Town Law, which Hadorphius " calls the original book received from the Town Hall at " Wisby." Hadorph, in his account of the MS., of which he obtained the loan, states that the volume had originally several blank folios in accordance with the injunction of King Magnus Ericson, and that several articles had been inserted in it subsequently by different hands. Dr. Karl Schildener, of Greifswald, in the preface to his edition of the Guta-Lag, p. xviii., refers the Town Law of Wisby to a period as early as the thirteenth

century. Dreyer, in his Specimen Juris Publici Lubecensis, p, 113, has assigned to it the date of A.D. 1312. Hadorph, on the other hand, assigns the promulgation of the Town Law in its present form to A.D. 1320, when Magnus Ericson succeeded to the throne of the three kingdoms, and completed the legislative work of his uncle and predecessor, King Birger of Sweden. The Law on Shipping, which the Editor has published, is headed, Tercia pars tercii, and forms the third part of the third book. (Introduction, p. lxxxii.)

## Maritime Assises of the Kingdom of Jerusalem.

*MS. Monacense*, in the Royal Library at Munich, quarto, on oriental paper, in double columns, in an Italian hand of the fourteenth century, in the French tongue. It contains the Assises of the Court of the Burghers (La Baisse Cour) of the Latin Kingdom of Jerusalem, in two hundred and ninety-seven chapters, of which chapters xliii.–xlix. contain the Maritime Assises of King Amauri I. of Jerusalem. It also contains fifty-one chapters of Le Livre au Roi, a work which Comte Beugnot is disposed to attribute to Gérard de Montréal, and to place somewhere between A.D. 1271 and 1291. The learned Director of the King's Library at Munich, M. Charles Halm, has courteously communicated to the Editor that researches have been made in vain to ascertain how the MS. found its way into the Royal Library at Munich, and that all that is known about it is, that it was in the Ancient Electoral Library in the last century. The MS. is almost unique of its class, as being a MS. in the French language written on oriental paper. The paper has no watermark.

*MS. Laurense*, in the Library of the Monastery "Maximæ Lauræ," on Mount Athos, 8vo., paper, written in the Greek language, and dated A.D. 1512. It con-

tains a Greek version of the Assises of the Court of the Burghers of the Kingdom of Jerusalem, under the title of Πίναξ τῆς ἀσίζας τῶν ἱεροσυλήμων, and which there are good grounds for believing to have been a Greek translation of the text which is preserved in the Munich MS., and which is supposed to be in conformity with a text edited by a jurist of Acre at the commencement of the thirteenth century, who has introduced into it several glosses and entire chapters in Latin. The Greek text of the Mount Athos MS. has been published by Dr. Zachariæ von Lingenthal in his Historiæ Juris Græco-Romani Delineatio, Heidelbergæ, 1839. (Introduction, p. ciii.)

*MS. Cyprense*, formerly in the Ducal Library of St. Mark at Venice, now in the Imperial Library at Vienna, folio, paper, in a handwriting of the fifteenth century, in the French tongue. It consists of ninety-seven folios. This is one of the MSS. sent from Cyprus by the Venetian Commissioners, A.D. 1531, to the Council of Ten at Venice, in whose archives it was deposited, until it was transferred in 1788 to the Ducal Library of St. Mark. It purports to have been written A.D. 1436, and it contains the Assises of the Court of the Burghers (la Bassa Corte) at Jerusalem, in two hundred and sixty-seven chapters, some of which are not in the Munich MS. (Monacense). The companion MS. sent at the same time from Cyprus, which is in folio, on vellum, contains Les Assises de la Haute Cour, and various other treatises connected with those assises. It is in a handwriting of the fourteenth century, and it consists of two hundred and seventy-one folios. Both the MSS. were transmitted from Venice to Vienna in 1805. Facsimiles of both MSS. had been previously made by order of the Venetian Government in 1790 at the request of King Louis XVI. of France, and were transmitted to Paris in 1791, where they were deposited in the archives of the Bibliothèque du Roi. They were carried off from that library during the pillage, which attended the Revolution of 1792.

By a happy accident these splendid facsimiles have been recovered for the National Library in 1828, having passed through the hands of a Pole named Maleszewsko into the possession of a person, who was willing to part with them for a moderate sum. They are designated in the Catalogue of MSS. in 1841 as Supplément Français No. 1540 ter. (Introduction, p. cvii.)

*MS. Colbert, No.* 1390, in the Bibliothèque Nationale in Paris, small octavo, paper, in a hand of the fifteenth century, in the Greek tongue. On a table pasted to the cover are the words, "Ce volume commence à la seconde " partie des assise e bone usanze del reame de Hyerusa- " lem, Venetia, 1535, in fol. Cette seconde partie est " intitulée dans cette version Italienne la bassa corte " le assise, &c." The text is delicately written, but the scribe was imperfectly acquainted with the rules of spelling and has omitted all accents, and the text is very difficult to decypher. A few annotations in French have been added by the same hand, and at the end is a Greek colophon, which may be thus translated: "The present " book was finished by the hand of me Antonius Syn- " criticus on the last day of October in the year 1469. " Give thanks to the Lord. As travellers rejoice to see " again their country and mariners to see their port, so " likewise the scribe when he has seen the end of his " book.—Antonius Syncriticus." This is probably one of the MSS. procured from Cyprus for the Minister Colbert, which M. Delisle, the Director of the Bibliothèque Nationale, describes in his recent account of the manuscripts in the Colbert archives of that library, as a packet containing 101 MSS., Greek and Syriac, received 12th June 1675 from the island of Cyprus.

In conclusion, the Editor has to express his thanks to Il Marchese Filippo Cavaliere Raffaeli, the librarian of the city of Fermo, to M. L. Ph. C. van den Bergh, director of the archives of the kingdom of the Netherlands

to M. Gilliodts van Severen, keeper of the archives of the city of Bruges, to Dr. J. Nanningullitterdijk, keeper of the archives of the city of Kampen, to M. R. Boeszoermeny, keeper of the archives of the city of Dantzic, and to M. Charles Halm, director of the Royal State Library at Munich, for their courtesy in communicating to him information as to MSS. and other works under their charge, and in facilitating his collation of them; to M. C. C. Auguste Gosch, attaché of the Danish Legation, London, for his assistance in collating Danish and Swedish MSS., to Sir Thomas Duffus Hardy, deputy keeper of the Public Records, for his valuable counsel, and to Edward Maunde Thompson, assistant keeper of the MSS. at the British Museum, for his ready aid on all occasions. A facsimile of the oldest known text of the Rolls of Oleron, from the Liber Memorandorum in the Record Room of the Guildhall of the city of London, has been prefixed to the present volume, and a facsimile of the text of Selden's MS. in the Douce Collection of the Bodleian Library, Oxford, for some time erroneously supposed to be the Black Book of the Admiralty, is appended to this Introduction. The Editor has to express his thanks to the Curators of the Bodleian Library, Oxford, for their kindness in allowing the Douce MS. to be sent up to London to be photographed, and to the Reverend H. Octavius Coxe, Bodley's librarian. He has also to express his thanks to the Corporation of the city of London for allowing a facsimile copy to be taken of the Guildhall text of the Rolls of Oleron, and to J. B. Monkton, the town clerk, for his courtesy in facilitating the Editor's examination of the Liber Memorandorum and of the Liber Horn in the archives of the Corporation. The text of the Rolls of Oleron from the Liber Horn has been printed in Vol. III., under the title of La Chartre d'Oleroun des Jugemens de la Mer.

T. T.

# MS. ARCH SELDEN B 27.

in the Bodleian Library Oxford

Articles XXXVIII & XXXIX of Black Book of the Admiralty N°C
and Article I of Laws of Oleron.

# CAPITULA ET ORDINATIONES CURIÆ MARITIMÆ NOBILIS CIVITATIS AMALFÆ,

QUÆ IN VULGARI SERMONE DICUNTUR

# LA TABULA DE AMALFA.

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# CHAPTERS AND ORDINANCES OF THE MARITIME COURT OF THE NOBLE CITY OF AMALPHI,

WHICH ARE CALLED IN COMMON PARLANCE

# THE AMALPHITAN TABLE.

# CAPITULA ET ORDINATIONES CURIÆ MARITIMÆ NOBILIS CIVITATIS AMALFÆ,

QUÆ IN VULGARI SERMONE DICUNTUR

# LA TABULA DE AMALFA.

1. In primis pro navigiis quæ vadunt ad usum de Rivera:[1] nam, incepto viagio et facta aliquali solutione seu mutuo[2] navis, nautæ ipsi ad requisitionem patroni tenentur servire et auxiliari navigiis in omnibus commodis et auxiliis necessariis; et si aliquis dictorum culpa et defectu ipsius non venisset, incidat in pœnam fraudum ad arbitrium patroni et sociorum, quæ pœna debet applicari columnæ comuni.[3]

[1] *Rivera*] This word is contrasted in Art. 41 with soddi, the mainland, and it occurs also in Articles 7, 35, 43, and 47. It seems to be used here in the sense of the beach or the strand, as distinguished from the high land, upon which the upper town of Amalphi was built.

[2] *mutuo*] Ducange interprets the word mutuum as "stipendium datum "in antecessum," wages paid in advance. It is used in Art. 17 in conjunction with imprumptum.

[3] *columnæ comuni*] The Latin word columna, and its Italian equivalent "colonna," are peculiar to the Amalphitan Table, and belong to a system of trade, where each voyage was a joint adventure, and all the merchants on board were associated for the voyage with the ship, and made up a common purse. The Latin word occurs again in Arts. 10 and 19, whilst the Italian equivalent, colonna, is used in Articles 8, 11, 30, 44, 45, 46, and 66. The terms "societas" and "communitas" are used in Art. 15 to denote a like kind of association, of which traces are found in the Customs of the Sea, ch. 202 and 203. Targa, in his treatise on Maritime Contracts ("Ponderazioni sopra le contratta-"zioni Marittime, Genoa, 1692"), ch. 36, supplies a form of contract for such an association, "Contratto "di colonna."

# CHAPTERS AND ORDINANCES OF THE MARITIME COURT OF THE NOBLE CITY OF AMALPHI,

WHICH ARE CALLED IN COMMON PARLANCE

# THE AMALPHITAN TABLE.

1. In the first place with regard to vessels which sail according to the usage of the Strand,[1] as soon as the voyage is undertaken and any payment or advance made on the ship's account, the mariners themselves are bound on the request of the managing owner to serve and assist the vessels in every thing requisite for their convenience or necessities; and if any of the said mariners from his own fault and neglect has not joined his ship, let him incur the penalty of fraud according to the judgment of the managing owner and the associates,[2] which penalty ought to be applied to the common fund.[3]

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[1] *the Strand*] "Rivera" appears to be used here and elsewhere in the Table in the same sense as "Riparia" in the Ordinance of King James I. of Aragon of 1258, which was made with the assent of the Prudhommes of the Strand of Barcelona, "pro-"borum hominum ripariæ Barce-"lonæ." Strond or strand is a term familiar to the English law, the rights of strond being generally mentioned in charters granted to the maritime boroughs. They included amongst other things the right of taking toll from all vessels made fast to the beach.

[2] *the associates*] The term "socii" in this place appears to mean all those, who had a share in the adventure. Tot la cominal de la nau is the corresponding term in the Customs of the Sea, ch. ccii.

[3] *common fund*] The origin of the phrase "columna" is not very clear, unless it may be taken to have signified the entry made in the ship's book of the moneys contributed to the common adventure, which was termed the "common column," as distinguished from any other column of accounts in the same book.

2. Item, si aliquis nauta, recepta pecunia seu mutuo, nollet sequi viaggium cœptum, sit in arbitrio patroni ab eo petere duplum,[1] ad quod infallabiliter teneatur; cujus dupli medietatem habeat patronus, et aliam medietatem habeat curia.[2]

3. Item pro tarenis [3] quinque, si nauta non habet unde solvat, [debet] [4] carcerari, et committendo barrattariam [5] expressam, saltim debet carcerari ad arbitrium officialium.

4. Item patronus debet declarare quantas partes trahit navirigium.[6]

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[1] *duplum*] This provision accords with a provision in the Assises de la Baisse Court dou Réaume de Jerusalem, Art. 48 (ed. Kausler), and with a Venetian Ordinance of A.D. 1252. A maritime statute of Ancona, of A.D. 1397, was still more severe, and ordained that a mariner refusing to perform a voyage, for which he has engaged himself, shall refund all the wages which he has received, and pay in addition double the amount of them.

[2] *curia*] The maritime court here fills the place, which the associated adventurers occupy in the Statute of Ancona above referred to, by which the whole penalty was assigned "a "la communita della nave."

[3] *tarenis*] According to Laband there is frequent mention of tareni Amalphitani in documents of the thirteenth century.

[4] *debet*] This word does not occur in the text of the MS. Gar has suggested the insertion of the word "debeat," but Laband, with more reason, adopts "debet," which accords better with the context.

[5] *barrattariam*] This is probably the earliest instance on record of the word "barattaria" or its equivalent being used in any body of sea laws to signify fraud or deceit on the part of a mariner. The substantive baratador occurs several times in theCustoms of the Sea, ch. ix., lxxii., ccxxv., in the sense of a swindler or cheat, and the verb baratar is also used in the Customs of the Sea in a corresponding sense, as well as in its ordinary sense of bartering at a fair. The Spanish lexicographers trace the Spanish word barata or baraia to a Basque word "barata," signifying deceit or cheating, which, under a slight modification, was incorporated into every tongue that prevailed throughout Western Europe in the middle ages.

[6] *navirigium*] This word is doubtless an error of the scribe of the MS., and should be written navigium, as in the next following article.

2. Likewise, if any mariner after receiving money or an advance is unwilling to sail upon the voyage which has been undertaken, let it be within the discretion of the managing owner to require him to pay back double the amount, to which he shall be infallibly obliged, of which double amount [1] let the managing owner have half, and the court the other half.

3. Likewise if the amount be five tarens,[2] and the mariner has not wherewithal to pay, he ought to be imprisoned, and by committing express barratry [3] he subjects himself at once to be imprisoned at the discretion of the officials of the court.

4. Likewise the managing owner ought to declare how many shares [4] the ship claims.

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[1] *of which double amount*] This provision may have been one of the points in which citizens of Amalphi had a peculiar advantage in the Neapolitan courts, where they were allowed to have their maritime causes decided in accordance with the Amalphitan Table. The general Neapolitan law made other provisions on this subject, as well as on the subject mentioned in the previous article, according to which the mariner, if he failed to attend and assist in preparing the vessel for sea, after he had received an advance of pay, was liable to be fined at the discretion of the master and of the associated adventurers, and the fine was payable to the common fund.

[2] *tarens*] The taren is generally supposed to have been identical with a gold coin originally minted at Tarentum in Italy, and termed Tarentinum, which was abbreviated and came to be designated Tarenum. The value of the Amalphitan taren is stated by Dr. Paul Laband to have been 20 grains, but according to Ducange the term taren was applied indifferently to coins of which the value in some cases was 20 grains and in others 30 grains.

[3] *barratry*] The meaning of this word as a term of criminal jurisprudence was considered for the first time in an English court of law in 1724 in the case of Knight v. Cambridge, viii. Modern Reports. Chf. Justice Daly, in a very learned judgment recently delivered by him in the Court of Common Pleas in New York, discusses at great length the meaning of the term, and traces it to the East through a Basque channel. The use of the word "barrat-"taria" in the Amalphitan Table is suggestive that the term was imported into Italy direct from the Levant, and was Latinised by the Amalphitans, its origin, under any circumstances, being traceable to the Sanskrit word, "bharat," as Chf. Justice Daly has ably pointed out.

[4] *how many shares*] This applies to the system of sailing a vessel on shares, termed in the Consolat del Mar,

5. Item unumquodque navigium debet trahere pro omnibus decem salmis de portato partem unam.

6. Item statim quod navigium[1] incipitur et navigium cepit accomandum[2] pro viagio, tam de viagio[3] quam de pecunia sit una massa et unum corpus, et navigium tenetur accomando et accomandum navigio, non obstante aliqua alia antiqua vel moderna obligatione quocumque modo facta.

7. Item statim quod patroni de caratis[4] de navigio constituunt et ordinant aliquem patronum in eorum navigio, dictus constitutus patronus potest capere ad accomandum[5] a quocunque persona, a qua ei melius videbitur, et obligare navigium cuicumque voluerit, videlicet ad usum de Rivera civitatis prædictæ,[6] non obstante

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[1] *navigium*] Laband and Gar agree in suggesting that "viaggium" should be read here in place of "navigium," and their suggestion is favoured by the context, but "navigium" is used below in Art. 12 and 13 to signify a voyage.

[2] *accomandum*] The MS. has the word "accomonandam," which is either an error of the scribe or a barbarism. The Latin forms of this word, which are used in medieval juridical documents, are accomandum and accomanda.

[3] *viagio*] Navigio is the reading, which both Laband and Gar have here adopted in place of viagio.

[4] *patroni de caratis*] The part-owners of the ship. The same word, "charati," is used in the same sense in a maritime statute of Ancona of A.D. 1397, rubr. vi., cf.; Pardessus, Lois Maritimes, v., p. 123.

[5] *accomandum*] Professor Holtius, of Utrecht, is of opinion that the system of trade on commission (comenda), as distinguished from the joint adventure (communita), is here meant, and that this article proves that Amalphi was in advance of other commercial cities in matters of trade. Laband, on the other hand, considers that the expression "accomandum" ought here to be construed to mean the money placed to the account of the common fund (columnæ communis). The context seems rather to favour the views of Professor Holtius.

[6] *prædictæ*] This word is contracted in the MS., and Gar reads the contraction as "prædictæ," whilst Laband reads it as "pertinenter," which he construes to have the same meaning as congruenter, viz., agreeably to the custom of the Strand.

5. Likewise every ship ought to claim for every ten salms [1] of burden one share.

6. Likewise, immediately that a voyage is undertaken and the ship has accepted a commission for the voyage, let the ship and the capital advanced on commission form one mass and one fund, and let the ship be responsible for the capital, and the capital for the ship, notwithstanding any other ancient or modern obligation howsoever incurred.

7. Likewise, immediately that the part-owners of a ship [2] appoint and ordain any one to be master in their ship, the said appointed master [3] may accept commissions [4] from any person, from whom it shall seem best to him, and he may bind the ship to whomsoever he may please, expressly in accordance with the usage of the Strand of the aforesaid city, notwithstanding any public or private

ch. ccii. "a parts," when the profits of the voyage were shared amongst the merchants and the mariners and the ship.

[1] *ten salms*] Four salms of wine, according to Ducange, were equal to one pipe; so that eight salms would be equal to one ton. The last, on the other hand, which was the measure in use amongst the mariners of the North Sea, was equal to two tons.

[2] *part-owners of a ship*] Carato di navilio appears to have been a technical expression for a share of a ship, which was in customary use in the ports of the Mediterranean in the middle ages: *see* Baldasseroni, Dizionario de Giurisprudenzia Maritima e di Commercio, iii. p. 32. The "carat" in modern use is the twenty-fourth part of an ounce, and the expression, "twenty-two carats "fine," as applied to denote "standard gold," signifies metal of which twenty-two parts are pure gold, and two parts alloy of copper or silver.

[3] *master*] The patronus, as distinguished from the magister navis, properly meant a managing owner, who went to sea with his vessel, accompanied by a sailing master (nauclerus), whose business it was to navigate the vessel. This article seems to contemplate a more advanced order of things, where the master was the nominee of the part-owners and a trustee for their interests, but its provisions are consistent with the appointment of a part-owner to be manager and master.

[4] *commissions*] The acceptance of commissions (accomanda) on the part of the master of a ship was a system of later date than the societas or common adventure, and came into use after the establishment of factories, which rendered it unnecessary for the merchant or his agent to accompany the goods with a view to superintend their sale in person.

aliquo pacto publico vel privato e contractu vel ex quasi contractu inito [1] inter partes.

8. Item se alcuno delli patroni delle carati non volesse in alcuno viaggio arrisicare lo suo carato, li quali havessero li navilii, et il patrono dello navilio se partesse con la colonna sua, et lo navilio, patesse naufragio o perdesse qualunque modo, lo predetto navilio se deve vendere et insieme con la restante colonna si deve partire per onza,[2] soldo per libra,[3] per quelle persone, le quali arrisicano in lo navilio; et quello patrone delle carate, lo quale non volesse per questo viaggio arrisicare, deve havere regresso in li boni altri del detto patrone contrafacente, et nulla attione contra lo navilio o deli carati, quali have in cominale.[4]

9. Item quod nullus patronus possit nec debeat dare partes de avantagio cuicumque nautarum vel sociorum, nisi illis quos scimus,[5] videlicet naclerio [6] et scribæ, et hoc non audeat facere sine communicato consilio parsonariorum [7] suorum.

10. Item patroni facta vela debent ostendere et declarare cunctis nautis et sociis publice totam columnam [8] et

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[1] *inito*] The scribe of the MS. has here miswritten "inhitum."

[2] *per onza*] unciatim, according to the share of each part-owner. This same phrase occurs below in Art. 26.

[3] *soldo per libra*] "Per sou e per "libra" is the corresponding phrase in the Customs of the Sea, ch. xli. "Marktal" is the corresponding expression in the Gotland Sea Laws, ch. 11 and 14.

[4] *cominale*] The MS. has "couiale," which is either a miswriting or a careless contraction. Gar adopts "caviale," and suggests it to be a Venetian form of "capitale." Laband with reason prefers "comi-"nale," a term which occurs in the Customs of the Sea, ch. cciii. and cciii., as signifying the company which shared in the adventure.

[5] *scimus*] The use of the first person plural in this place is peculiar, and combined with the use of the first person singular below in Article 47, is suggestive that the table was drawn up by the scribe or registrar of the maritime court of the Prothontini at Amalphi.

[6] *naclerio*] This is evidently the Greek word nauclerus, which in the Ordinance of James I. of Aragon of 1285 is rendered *nauxerius*.

[7] *parsonariorum*] partiarii and compartiarii are the terms used in the Ordinance of King James I. of 1258.

[8] *totam columnam*] See above Art. 1.

agreement in the nature of a contract or a quasi-contract entered into between the parties.

8. Likewise, if any of the part-owners do not wish to risk their share which they have in the vessel, in any particular voyage, and the master of the vessel sails with his adventure, and the vessel suffers shipwreck or incurs some disaster, the aforesaid vessel ought to be sold, and together with what remains of the adventure ought to be divided in shares proportionate to their respective ventures amongst those persons who risked their property in the ship; and those part-owners, who did not wish to risk their shares in that voyage, ought to have recourse against the other property of the master, who has acted against their wishes, and they have no action against the ship or the part-owners, who have shared in the common adventure.[1]

9. Likewise, that no master may or ought to give more advantageous[2] shares to any of the mariners or associates, except to those whom we know, for instance, to the sailing master and the ship's clerk, and let him not venture to do this without having taken counsel with the partners in the voyage.

10. Likewise the masters on setting sail[3] ought to show and declare to all the mariners and associates, the ship's

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[1] *common adventure*] "Comu" is the term used in the Customs of the Sea for the fund invested in the common adventure, whilst "comi-" nale" signifies the company of adventurers. Cf. Customs of the Sea, vol. iii. p. 418.

[2] *more advantageous*] The Customs of the Sea, ch. ccii., treating of a vessel navigated in shares (nau qui ira a parts), lays it down that the master must assign the shares in the presence of the ship's company, how much they all ought to have, and which persons ought to have more advantageous shares "quantes "partes faran per tots et a qui "deu fer millorament." *See* vol. iii. p. 417.

[3] *on setting sail*] Facta vela is apparently the accusative absolute, corresponding to the ablative absolute in Latin, and to the Italian phrase, "uscendo del porto," in Art. 66, where provision is made for the performance of the same duty.

mercantiam, et etiam denarios qui trahunt de civitate, et etiam eis narrare, quo sunt ituri.

11. Item nullo patrone deve mettere o mostrare a la sua colonna comone mercantia de nulla parte o qualitate, eccetto poi venduta la mercantia et extratte le spese et pagato lo nolo de lo navilio, ita che liquidato lo denaro se deve implicare con la comone colonna.

12. Item durante societate vel navigio[1] unumquodque lucrum vel invenctum, vel ex exercitio quæsitum, vel quocunque alio modo vel per patronum vel per nautas et socios, debet accumulari, communicari, vel assotiari prædictis,[2] verum persona reperiens vel exercitio utens debet habere aliquid plus partis ad arbitrium consulis.

13. Item si aliquis, nautarum vel sociorum remanserit in terra[3] ad utilitatem societatis, habeat pro suis expensis ut infra declarabitur, videlicet nauta pro quolibet die grana quinque, scriba grana septem, patronus grana decem, et si remansisset in locis sterilibus habeant plus secundum arbitrium consulis, nihilominusque[4] habent partem eos tangentem secundum lucrum navigii.

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[1] *societate vel navigio*] the association for the particular voyage, or the voyage itself.

[2] *prædictis*] The MS. exhibits the contraction p<sup>ttis</sup>, which Gar renders prædictis, and Laband partionariis. Either reading would be admissible, if the word "partionariis" is construed to mean the whole body of adventurers.

[3] *in terra*] The MS. has the contraction "intra," which Laband retains. Gar, on the other hand, writes "in terra."

[4] *nihilominusque*] The MS. has the contraction nihilñq, which Gar renders *noclerique*, but Laband's interpretation nihilominusque seems preferable.

account and the merchandise, and also the money which they bring from the city, and likewise to narrate to them where they are going.

11. Likewise no master ought to place or reckon to the common account, merchandise from any quarter or of any quality, except after the merchandise has been sold, and the expenses subtracted, and the freight due to the ship paid; thereupon the money being liquidated, it ought to be mingled with the common account.

12. Likewise during the association or the voyage[1] every item of gain, whether found, or earned by freighting[2] the ship, or acquired in any other manner either by the master or the mariners or the associates, ought to be accumulated, communicated, and shared with the partners in the voyage; the person, however, who found it or earned it, ought to have something more than his share at the discretion of the consul.[3]

13. Likewise, if any of the mariners or associates shall have remained on shore for the interest of the association, let him have for his expenses as shall be declared below, for instance, a mariner for every day five grains,[4] a ships clerk seven grains, a master ten grains, and if he shall remain in a barren country, let him have more at the discretion of the consul; nevertheless, they are entitled to the share appertaining to them according to the profit of the voyage.

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[1] *voyage*] The word navigium is used here and in the next article, apparently, in the same sense as in Art. 6, where Laband proposes to substitute viagium.

[2] *freighting*] The term "exer-"citium" would seem to mean here the obtaining freight for the ship, not the chartering of the ship.

[3] *consul*] The official here meant is evidently a magistrate on board the ship, of the kind contemplated in the Customs of the Sea, ch. lxxiv., and who appears to have been first appointed in Catalan vessels under the Ordinance of King James I. of Aragon of 1258, and in French vessels under the Statute of Marseilles, l. iv. ch. xxiv.

[4] *five grains*] The "granum" was a Neapolitan coin of the value of six denarii.

14. Item si aliquis nautarum vel sociorum esset apprehensus a piratis vel a quacunque alia persona contra suam voluntatem, durante navigio,[1] non obstante quod non serviat societati, habeat partem suam; similiter si infirmaretur, habeat expensas licitas et curas ultra prædictam partem; et esset si fuisset[2] vulneratus defendendo navigium, habeat dietas, expensas necessarias et in medico ultra prædictam partem.

15. Item si aliquis nautarum vel sociorum durante navigio[1] fuisset captus, et oporteret ipsum redimere, reddimatur a tota societate;[3] similiter si fuisset missus ad utilitatem societatis vel comunitatis et dirobatus, id quod perdit resarciatur ab eadem comunitate, excepto si ammisisset aliquid quod non portaverat ad utilitatem communitatis prædictæ, sed ad sui propriam, id debet perdi per ipsummet tantum.

16. Item si aliquis nautarum vel sociorum arripiat fugam, ammittat partem suam non obstante quod serviverit communitati, et esset,[4] patronus potest petere ab eo duplum, quod debet dividi ut supra.

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[1] *navigio*] This word again occurs in the sense of "viagio."

[2] *et esset si fuisset*] An Italian idiom Latinised.

[3] *societate*] the association for that voyage.

[4] *esset*] Some words would seem to have been omitted here by the scribe, and Laband suggests the addition of the words "quod rece- "perit pecuniam seu mutuum." Gar suggests as an amended reading, "et si esset patronus potest peti ab "eo duplum." Laband's suggestion is in accordance with Art. 2 and with the general context.

14. Likewise, if any of the seamen or associates should be seized by pirates[1] or by any other person against his will, during the voyage, notwithstanding that he is not serving the association, let him have his share; in like manner, if he be taken with any infirmity,[2] let him have his lawful expenses and medical treatment in addition to his aforesaid share; and if it should happen that he should be wounded in defending the ship, let him have his food, his necessary expenses, and medical treatment beyond his aforesaid share.

15. Likewise, if any of the seamen or associates during the voyage should be captured,[3] and it should be necessary to ransom him, let him be ransomed by the whole association; in like manner, if he has been sent on the service of the association or the company, and he should be robbed, what he loses should be made good by the same company, excepting that if he should have lost any thing, which he had not carried for the interest of the aforesaid company, but for his own interest, that thing should be lost for himself alone.

16. Likewise if any of the seamen or associates should take flight, let him lose his share, notwithstanding he should be serving the association at the time, and if it should be [that he has received any money or advance],[4] the master may demand from him double, which ought to be divided as above.

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[1] *pirates*] Provision is made for the analogous case of a mariner being made prisoner by corsairs in the Customs of the Sea, ch. cxxxvii.

[2] *infirmity*] The Rolls of Oleron, art. vii., similarly provided for the support and wages of a mariner who has fallen sick, when employed in the service of the ship, cf. vol. i. p. 94.

[3] *captured*] The Customs of the Sea, ch. cxxxvii., provide, that the mariner so captured shall be ransomed by the master of the ship.

[4] *has received any money or advance*] The words proposed to be inserted in the text are borrowed from Art. 2, where the mariner is made liable to a fine of double the amount of what has been received by him.

[5] *above*] Namely, between the master of the ship and the court, as laid down in Art. 2.

17. Item omne mutuum et imprumptum,[1] remaneat super patronum,[2] et eum respicat.

18. Item quod nullus patronus debeat implicare[3] et explicare sine expressa conscientia et voluntate omnium nautarum vel sociorum, saltem majoris partis.

19. Item egressa navi de portu, accommodata et præparata ut licet, et ipsa rumperetur vel aliquo indigeret, quod resarciatur et accomodetur expensis[4] columnæ ipsius viagii.

20. Item si navis antequam egrediretur de portu egeret refectione et concia[5] debet [fieri][6] expensis de caratis,[7] non obstante quod dicta refectio fuerit facta infra viagium, nam patroni vel carati debent dare navigium[8] aptum ad navigandum.

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[1] *mutuum et imprumptum*] The term mutuum has already been discussed in a note to Art. 1. With regard to the use of the term imprumptum amongst Italian mariners, see Muratori, Antiquitates, tom. 1, p. 895, diss. xvi.

[2] *patronum*] This provision is in accordance with the previous article, which provides that the master may recover from a mariner, who deserts the ship, the double of what he has advanced to him.

[3] *implicare*] This word occurs in Article 11, in the simple sense of adding to or mixing up with. But it may here be intended to signify the contract of "implication" as distinguished from "commendation." When the master of a vessel has accepted goods for sale, or money wherewith to purchase goods on condition of sharing the profits, he was said to have received them as a commendatum (Ital. accomandita), but when he was to be paid a fixed percentage on the profits, he received them as an implicitum (Ital. impietta). The present article may be intended to forbid the master to mix up any private commission with the general adventure without the consent of the majority of the partners in the voyage.

[4] *expensis*] The MS. has "expen "columna," which Laband renders "expendat columna." Gar reads "expensis columnæ."

[5] *concia*] recaulking.

[6] *fieri*] The MS. has "debet" alone, but fieri is evidently required by the context, and both Laband and Gar have inserted it in the text.

[7] *de caratis*] This is an elliptical expression for the part-owners, as distinguished from those, who took part in the voyage, termed in the next article "communitas vel "societas."

[8] *navigium*] The MS. has viagium, which is clearly an error of the scribe. Laband and Gar both adopt navigium.

17. Likewise, every advance and loan must rest upon[1] the master, and must regard him.

18. Likewise that no master ought to admit into the common account, or to strike out of it anything, without the privity and the consent of all the mariners or associates, at least of the majority.

19. Likewise after the ship has gone out of port, fitted out and equipped adequately, if she shall spring a leak or want anything to be repaired or refitted, let the common fund of the voyage defray the expenses.

20. Likewise if the ship, before she has gone out of port, wants any repairing and recaulking,[2] it ought to be done at the expense of the part-owners, notwithstanding that the said repairing has been made within the voyage, for the managing owners and the part-owners ought to supply a ship fit to make the voyage.

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[1] *rest upon*] The master is to be responsible for all moneys which he may choose to advance to the mariners.

[2] *recaulking*] Concia, as applied here and below in Art. 27, may signify a fresh coating of pitch or some other restoration of the hull of the vessel.

21. Item si infra viagium rumperetur vel perderetur aliquid de navigio, restauretur et ematur a tota communitate vel societate.

22. Item quando lo navilio leva mele[1] portate non deve de corredio rutto levare[2] tusumento[3] ne remendito eccetto de abumina[4] trenciata et de le altre cose guaste in tutto in arbitrio de li consuli.

23. Item finito viagio et extractis expensis patronus debet reddere rationem nautis[5] vel sociis in curia in eorum presentia, et extractis expensis debet lucrum dividi per partes, prout est consuetum; et si nautæ vel socii ad hoc citati non comparuissent in hæc redditione rationum, non possunt postea opponere; verum si patronus non requisiverit eos in tempore dicti calculi, quod possint, et valeant, quando volunt, ei opponere.

24. Item deve essere ciascheduna parte onze cinque.[6]

25. Item ogni navilio, che mena scrivano, deve venir

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[1] *leva mele*] Leva vele, hoists sail, is a probable reading, but the article is so incurably corrupt as to suggest that the scribe was unable to decypher the contractions in the original text, which he was copying. Gar reads here leva mezze.

[2] *levare*] This is probably an error of the scribe.

[3] *tusumento*] Gar suggests cucimento.

[4] *abumina*] This may be a miswriting for "agumina," a Latinised form of the Italian word "gumena," which signifies a cable. Gomene is the Provençal term for a cable.

[5] *nautis*] The MS. has "navis," which Gar retains, and which is intelligible, but Laband, with some reason, suggests "nautis," which accords better with the context.

[6] *onze cinque*] A different rule appears to have been prescribed in Art. 36, for vessels sailing according to the usage of the Strand, as in this case every share was required to be sixteen ounces.

21. Likewise if anything belonging to the ship during the voyage be broken or lost, let it be restored and purchased by the whole company or association.

22. Likewise when the ship sets sail[1] it ought not to carry broken tackle[2] or mended or patched[3] ropes for hoisting, but it may carry cables spliced and other damaged articles at the discretion of the consuls.[4]

23. Likewise when the voyage is finished and the expenses have been deducted, the managing owner ought to give an account to the mariners or associates[5] in court[6] in their presence, and the expenses having been deducted the profit ought to be divided into shares, as is customary; and if the mariners or associates, having been cited for that purpose, should not have attended at the rendering of the account, they cannot afterwards object; if, however, the managing owner shall not have summoned them at the time of the said calculation, they may and can, whenever they please, object to it.

24. Likewise each share ought to be five ounces.[7]

25. Likewise every (master of a) vessel,[8] that carries a

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[1] *sets sail*] The Editor's translation of this article is purely conjectural, as the Latin text is irremediably corrupt.

[2] *broken tackle*] Corredio signifies rigging or tackle.

[3] *mended or patched*] Tusumento signifies a suture or joining; "re-"mendito" means botched or patched.

[4] *consuls*] The consul has been spoken of in Art. 12 in the singular number, as a magistrate on board the ship.

[5] *the mariners or associates*] This provision applies clearly to the case of a joint adventure, in which both the merchants and the mariners sailed on the understanding of having certain shares in the profits of the voyage.

[6] *in court*] Article 39 repeats this provision as applicable to vessels which sail according to the custom of the Strand, and discloses the further fact that the consuls were to be present when the account was rendered.

[7] *ounces*] This is susceptible of two meanings, either that the lowest value of a share was five ounces of gold, or that each share counted for five ounces in dividing the profits of a voyage.

[8] *vessel*] The context clearly requires the word "navigio" here to be construed as equivalent to "pa-"trone di navigio."

alla corte et far jurare al scrivano, come requede lo rito,[1] et dalla jurante[2] la sua scrittura deve essere accettata in la corte come propria scrittura publica de n[otaro][3] publico.

26. Item se alcuno navilio se rompesse o fusse preso, quello, lo quale resta, si deve partire per onza, soldo per libra,[4] a laquale perdita li marinari non son tenuti, veruntamen devono restituire lo impronto.[5]

27. Item se alcuno navilio patesse naufragio et fusse per modo potesse[6] habilmente prendere concia,[7] li compagni sono tenuti ajutare mentre se concia, alla quale concia se deve extrahere de tutto lo comone et li marinari per le parti loro del guadagno[8] tantum fatto in quello viaggio.

28. Item se fosse preso o potesere recuperare, lo padrone ne e tenuto affrancare juxta posse a fare lo recatto, il quale si deve fare per lo commune,[9] al quale li marinari[10] non sono tenuti, verum non havendono le spese del comone, sono tenuti aspettare et vedere et ajutare il salvamento ed il ricatto del navilio.

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[1] *lo rito*] An ancient rule of the court is here probably meant, as distinguished from the new rule mentioned below in Art. 32.

[2] *dalla jurante*] Gar reads "da "la innante."

[3] *notaro*] The MS. has only the letter N.

[4] *per onza, soldo per libra*] The same rule of division is adopted above in Art. 8.

[5] *lo impronto*] their advances.

[6] *et fusse per modo potesse*] An Italian idiom, which has been Latinised in Art. 14, "et esset si "fuisset."

[7] *concia*] This term has been explained in a note to Art. 20.

[8] *guadagno*] Such also appears to have been the rule of the Customs of the Sea, ch. ccii. See Vol. iii., p. 417.

[9] *lo commune*] This phrase seems to be the Italian equivalent of communitas used in Art. 21.

[10] *marinari*] According to this article the wages of the mariners were not liable to contribute to the ransom of the ship. The Customs of the Sea are silent on this subject.

clerk,[1] ought to come to the court and make the clerk be sworn according as the rule requires, and after he has been sworn, his writing ought to be received in the court as the proper public writing of a notary-public.[2]

26. Likewise if any ship breaks up or is captured, that which remains ought to be divided in shares according to each person's venture, to which loss the mariners are not bound to contribute; they ought, however, to pay back their advances.[3]

27. Likewise if any ship should suffer shipwreck, and it should be possible in some way or other for her to undergo substantial repair, the associates are bound to assist whilst she is undergoing repair, to which repair contribution should be made from the common fund, and from the mariners in respect of their shares in the profits resulting only from that very voyage.

28. Likewise if a ship be captured and it may be recovered, the master is bound to free her[4] according to his ability, and to ransom her, to which contribution shall be made by the association, to which the mariners are not bound to contribute; but, as they have not to support the expenses of the common fund,[5] they are bound to wait and see and aid the salvage and the ransom of the vessel.

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[1] *carries a clerk*] It would seem from the contingent character of this provision, that it was not as yet incumbent on all vessels to carry a ship's clerk. Such an officer has been already referred to in Art. 9, under the Latin title of "scriba."

[2] *notary public*] Both Laband and Gar agree in interpreting the letter N. as signifying a notary.

[3] *advances* ] Impronto occurs again in Art. 41 in the form of imprompto, and also of impronto. The Latin form imprumptum occurs in conjunction with mutuum in Art. 17.

[4] *free her*] The context would seem to require the conjunctive particle "et" in the place of "a," so as to connect "fare lo ricatto" directly with "affrancare," unless the true construction is "according to his "ability to accomplish her ransom."

[5] *common fund* ] A distinction seems to be here made between "commune" and "comone," corresponding to that which is made in the Customs of the Sea, ch. ccii., between "lo cominal de la nau," and "lo comu;" see Vol. iii. p. 418.

29. Item nullo patrone de navilio puo ne deve portare cose in mercantia sopra navilio, che costa da un' onza ultra, et se la portasse, tutto il guadagno, il quale se ne facesse, se deve contrarre[1] et investire in la comunita,[2] et similiter li compagni.

30. Item tutti li patroni delli vascelli, che navigano all' uso predetto,[3] siano tenuti fare scrivere tutta la loro colonna, particolarmente quelli li quali extraheno dalle citta,[4] in l'atti della corte.[5]

31. Item se alcuno patrone de navilio o campagni prendessero in accomando da qualsi voglia persona mercantia, la quale per defetto di venditione in posterum la ritornasse, che eo casu lo accomandatario debbia prendere sua mercantia, tale quale e ritornata, non obstante lo contracto fosse celebrato in nome di venditione od in qualunque altro modo.

32. Item se alcuno patrone de navilio o qualunque altro mercante in lo far de sua ragione per qualunque

[1] *contrarre*] This is the reading of the MS. Laband has adopted contraere; Gar reads contare.

[2] *comunita*] The Customs of the Sea, ch. ccxxv., do not restrict the acceptance of private commissions, but provide that they shall be kept separate from the common fund. See above, Art. 11. Cf. Vol. iii. p. 515.

[3] *predetto*] all uso de Rivera, mentioned in Art. 7.

[4] *citta*] The city of Amalphi.

[5] *della corte* ] In an analogous manner it was required by a maritime statute of the city of Bonifacio of 1609, that every person, who had embarked money or goods upon a joint adventure, should have them entered in an instrument drawn up by a notary public before the vessel sailed from Bonifacio.

29. Likewise no master of a ship may or ought to carry articles of merchandise on board the vessel, which have cost more than an ounce, and if he carries them, all the gain which he shall make with them he ought to collect and insert in the common fund, and the associates [1] on their part in like manner.

30. All masters of vessels, that sail according to the aforesaid usage, are bound to enter all their common fund in writing,[2] particularly those who trade from the city, in acts of the court.

31. Likewise if any master of a vessel or his associates shall accept on commission merchandise from any person whatsoever, which from default of sale afterward returns, that in that case the party who gave the commission ought to take back [3] his merchandise, such as it is on its return, notwithstanding the contract may have been made under the name of a sale or in any other manner.[4]

32. Likewise, if any master of a ship or any other merchant in making up his account shall in any manner

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[1] *the associates*] The word "com- "pagni," which occurs here and in Art. 27, is clearly the Italian equivalent of "socii."

[2] *in writing*] This may explain how the common fund came to be termed "columna communis," as suggested in a note to Art. 1.

[3] *take back*] It was incumbent on the master or merchant, who took out goods on commission, to bring them back, if they were not sold. This article seems to have been intended to protect the master or merchant from having such goods left on his hands after his return.

[4] *in any other manner*] The nature of the mandate or contract, known as comenda or accomenda, is well defined in an ancient maritime ordinance of the 14th century, which is embodied in a civil statute of Genoa of 1588: "Declaramus "accomendam intelligi de pecuniis "mittendis pro emptione mercium, "et de mercibus mittendis ad hoc, "ut vendantur et processus im- "plicetur in aliis mercibus, vel non "implicetur, in quibus ille, qui defert "vel de eis habet administratio- "nem, particeps est; implicitam "vero declaramus emptionem "mercium per committentem ordi- "natam, in quibus ille, qui ad- "ministrat seu exequitur, non habet "partem, sed solum capit suas "provisiones, dum tamen in præ- "dictis accomendis et implicitis "societas aliqua seu ratio imposita "non fuerit."

modo et via fraudasse alcuno accomandatario et in posterum lo predetto accommandatario potesse provar lo inganno, eo casu li fraudanti patroni o mercanti siano tenuti infallabilmente pagare de ognuno nove[1] et che contra lo mercante o patrone si possa fare exequire,[2] non obstante lo contracto fosse cosi facto ne etiam prescritto de tempo juxta formam novi ritus,[3] et non obstante che lo contracto fosse in le case,[4] in le quali non accade executione.[5]

33. Item, quando lo navilio perde o pate naufragio et deve se vendere per contribuire alli carati[6] et alla colonna,[7] se deve[8] extimare per huomini experti, quanto poteva valere lo navilio in lo tempo, che incomincio lo viaggio o la compagnia, et per tanto deve tirare et metterse in conto secondo l'estima predetta, et non per quanto fosse forsi valuto.[9]

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[1] *nove*] This word is evidently a miswriting for nuove.

[2] *exequire*] This is the reading of the MS., and is intelligible. Gar has adopted in his text "exequtione."

[3] *novi ritus*] Lo rito has been mentioned above in Art. 25. The novus ritus appears amongst other things to have established a limitation of time to actions on the part of principals against their agents. The Customs of the Sea, ch. cxcv., do not recognise any such limitation, but laws on this subject were enacted in most of the maritime cities of the Mediterranean in the thirteenth and fourteenth centuries. Thus by a Barcelonese ordinance of 1269, the limit of time for such actions was fixed at ten years; by a statute of Marseilles of 1253–55, at four years; by a statute of Genoa of the 14th century at six years; and by a maritime statute of Ancona of 1397 at three years.

[4] *case*] The MS. has the contraction cāe, which both Laband and Gar render "cose" things.

[5] *executione*] The MS. has excñe, which both Laband and Gar take to be an abbreviation of the word executione, which harmonizes with the context.

[6] *carati*] The word is similarly used elliptically in Art. 20 for patroni de caratis, the owners of shares.

[7] *colonna*] The common fund of the joint adventurers in the voyage. See Art. 1.

[8] *deve*] Vede is the reading of the MS., which is not intelligible. Laband and Gar have both adopted "deve."

[9] *valuto*] Namely, what it might have been worth at the time of the disaster. The same principle is adopted in Art. 54 in cases of jetison.

or way defraud any person who has given him a commission, and the aforesaid principal can at any time afterwards prove the fraud, in that case the fraudulent master or merchants are bound without fail to pay for everything anew,[1] and may levy an execution against the said merchant or master, notwithstanding the contract was so made as to be subject even to a prescription of time after the form of the new rule, and notwithstanding the contract was made in a case in which an execution does not take place.[2]

33. Likewise when the ship is lost or suffers shipwreck, and ought to be sold in order that the proceeds may be distributed between the part-owners and the common fund,[3] it ought to be estimated by experts how much the ship was worth at the time when the voyage and the association commenced, and for so much it ought to claim and be reckoned in the account according to the aforesaid estimate, and not for how much it might perhaps have been worth.

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[1] *anew*] If nuove is the correct reading, the passage may mean that the fraudulent agent, by way of penalty, should be required to pay the whole account afresh.

[2] *take place*] That is, in the ordinary course of law.

[3] *common fund*] Certain cases, in which the loss would fall on the common fund of the joint adventurers, are specified in Articles 19, 21, and 37.

34. Item nullo navilio coperto ne scoperto se puo ne deve vendere senza commissione de la corte predetta, et se le parti non fussero contente o vero in concordia de lo tempo de la liberatione, deveno le consoli[1] mettere il tempo de la liberatione; deveno essi o alcuno de loro essere presente; se e ligno descoverto, se po per il notaro liberare; et se altramente alcuno patrone presumesse contro lo prescritto capitulo, la vendita non vale, et il patrone, se e legno coverto[2] e in onza una di pena, et si e discoperto, e ad tarenos[3] 7 et grana 10, ad essere, pagato all' erario[4] della corte predetta.

35. Item qualunque persona havisse parte o carate in alcuno navilio et non volesse vivere piu in comone con l'altri suoi porzonari o tenere parte in detto navilio, a sua petizione se deve vendere, itaque non si puo astringere a vivere in comune contra la volunta, eccetto con sua expressa consienzia lo patrone del navilio l'havesse obligato ad altro o ad alcuno viagio.

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[1] *consoli*] Consuls have been mentioned above in Art. 22.

[2] *coverto*] Scoverto is the reading of the MS., which is evidently an error of the scribe.

[3] *tarenos*] The MS. has tt, which Laband with reason interprets to mean "tarenos." Gar leaves a blank space in his text.

[4] *erario*] The MS. has er° or es°, which Laband conjectures to mean "erario." Gar writes er°. after the MS.

34. Likewise, no vessel decked or undecked ought to be sold without a commission from the aforesaid court,[1] and if the parties are not satisfied or indeed in accord respecting the time of the sale, the consuls[2] ought to fix the time of the sale; they or one of them ought to be present; and if the vessel is undecked, it may be sold by a notary; and if otherwise any master shall presume to act contrary to the aforesaid chapter, the sale is not valid, and the master, if it is a decked vessel, is liable to the penalty of one gold ounce, and if it is an undecked vessel, he is liable to a fine amounting to seven tarens and a half,[3] to be paid into the treasury of the aforesaid court.

35. Likewise, whosoever shall have a part or share in any vessel, and shall not wish to live any more in partnership with the other part-owners, or to retain any share in the said ship, it ought to be sold at his petition, and accordingly he cannot be bound to live in partnership against his will, except where with his express consent the master of the ship has engaged it to another person or for any particular voyage.[4]

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[1] *court*] The title of the court is nowhere set out, but it is described in the heading prefixed to the Table, as the Maritime Court of the noble city of Amalfi.

[2] *consuls*] The term consuls, as used both here and above in Art. 23, seems to denote the magistrates of the maritime court, as distinguished from the consul or magisterial officer, who accompanied the vessel on her voyage and maintained order over the passengers and the crew, and who is mentioned in Art. 12.

[3] *seven tarens and a half*] If the Amalphitan taren may be taken to have been worth 20 grains of silver, seven tarens and a half would probably have been worth half a gold ounce.

[4] *voyage*] It was a general rule of medieval maritime law, that a part-owner could not sell his share in a vessel and put the purchaser into possession, until the vessel had completed the voyage in which she was engaged. This rule was maintained for the protection of the master and those who entered into contracts with him, as it was competent for a purchaser on taking possession to displace the master. Customs of the Sea, ch. x., xi., clxxxiv., cxcix. See Vol. III., pp. 75, 77, 346, 401.

36. Item tutti li navili liquali vanno ad uso de Rivera deve essere ciascheduna parte onze seidecem.[1]

37. Item se infra lo viagio si rompesse o perdesse alcuna cosa, si deve comprare per tutta la compagnia.

38. Item si aliquid navigium contrahit societatem cum alio navigio, vulgariter conserva,[2] et aliquod ipsorum patitur naufragium, vel captum a piratibus, quod tunc, sicut lucrum erat commune, ita esset damnum, et id quod deperditur dividi debet in solidum pro libra.[3]

39. Item tutti navilii che vanno ad uso de Rivera,[4] tanto se venino infra lo Regno,[5] quanto extra lo regno, tanto con navilii coperti, quanto con navilii scoperti, siano tenuti dare ragione in la corte et presentia delli consoli, e a loro[6] determinatione se deve stare.

40. Item si li consoli deveno havere per loro salario et affanni d'ogne navilio gr . . . per ogni salma delle portate dello navilio.

[1] *onze seidecem*] This is the reading of the MS., which Laband adopts. Gar reads onze sei, dieci soldi.

[2] *conserva*] The Customs of the Sea, ch. xlviii. and ch. ccxvi., treat of convoy under the term "conser-" "vatge." Convoy is also treated of in the Ordinance of James I. of 1258, under the term "conservatium," and under the term "conservagium" in the Statute of Marseilles of 1253–5.

[3] *in solidum pro libra*] in proportion to each person's stake. See Art. 8 and 26.

[4] *ad uso de Rivera*] Laband reads "ad uso per mera." Gar reads ad uso de Rivera. See Art 36.

[5] *lo regno*] The kingdom of Naples.

[6] *e a loro*] The MS. is defective here. Laband and Gar agree in reading "e a la loro."

36. Likewise all the vessels, which sail according to the usage of the Strand, ought to have each share of sixteen ounces.[1]

37. Likewise, if during the voyage anything be broken or lost, it ought to be purchased by the whole company.

38. Likewise, if any vessel enters into a contract to accompany another vessel, commonly termed a contract of convoy,[2] and any of them suffers shipwreck or is captured by pirates, that then, as the gain was to be common, so the loss should be common, and whatever is lost ought to be divided between them in proportion to their respective values.

39. Likewise all the vessels which sail according to the usage of the Strand, as well if they come within the kingdom as if they are without, as well decked as undecked vessels, are bound to give in an account [of their voyage] in the court and in the presence of the consuls, and must abide by their determination.

40. Likewise the consuls[3] ought to have for their salary and their trouble in respect of each vessel —— grains for every salm[4] of the vessel's burden.

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[1] *sixteen ounces*] If "seidecem" is the correct reading of the MS., there would be a considerable difference in the comparative values of a share in a vessel sailing after the usage of the Strand of Amalphi, and of a share in a vessel sailing according to the provisions of Art. 24. Gar's reading would make the difference not so great.

[2] *convoy*] It is rather difficult to translate accurately the term "con-"serva" as applicable to the practice of merchant vessels sailing as consorts, or in a fleet, for mutual protection. The term "convoy" is generally used in the present day to denote the protection given to a merchant vessel by a ship of war. The practice of merchant vessels keeping company for mutual protection was rendered necessary in the middle ages by the systematic piracy practised by the Saracen cruisers against the ships of Christian nations in the Mediterranean, and outside that sea by mariners whose profession was piracy, and whose traditions were inherited by the Buccaneers of the last century.

[3] *consuls*] It is probable that the same kind of magistrates are here intended as in Article 34.

[4] *salm*] The contents of the salm as applied to the measure of ships have been discussed in a note to Article 5.

41. Item se alcuno marinaro o compagno, tanto de Rivera, quanto de sodu,[1] havuto l'imprompto o lo suodo,[2] trovasse advanzare sua conditione augmentandose in officio, in lo quale officio mai altra volte fosse stato, puo abandonare lo navilio, del quale havesse avuto o ritenuto impronto de lo suodo, dummodo che lo faccia a sapere al patrone del navilio tre giorni avante, che lo navilio vole far vela, et deve restituire manualmente lo impronto o suodo.

42. Item al navilio, il quale esce al spacciamento, per lassare marinaro o compagno non si puo mettere pena, et si messali[3] fosse, non vale ne tene, eccetto che se lo proprio patrone havesse gabato il creditore, menandosi a quel ponto serra[4] al spacciamento.

43. Item all'impronto quale si fa[5] alli marinari[6] de Rivera, esce sempre salvo in terra.[7]

44. Item il patrone del navilio e tenuto quando perde alcuna cosa del navilio, tanto cioe della colonna del capitale come de fornimento de navilio, correre o trattare per tutto suo potere, per ricuperare tutto quello, il quale perdutto havera, et questo s'intende per qualunque

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[1] *sodu*] Gar reads soldo, which has evidently the same meaning, namely, the mainland as distinguished from the Strand. Laband reads "sodu."

[2] *o lo suodo*] The MS. has "o lo "suodo," which corresponds with Art. 1, "aliqua solutione seu mutuo "navis." The context however rather suggests "imprompto de lo "suodo." Gar reads soldo instead of suodo, but Laband retains suodo, and regards it as a provincialism.

[3] *messali*] Gar reads messa li. Laband considers the word Messali to be used in the sense of the Latin word mesalis, which Ducange renders "partiarius, particeps."

[4] *ponto serra*] Gar reads "ponto "si era."

[5] *si fa*] Gar reads "si da."

[6] *marinari*] The MS. has "marini," which Gar retains. Laband prefers marinari.

[7] *salvo in terra*] The MS. has the abbreviation 'tra.' The phrase occurs in the Statutes of Pera of thirteenth century, lib. v., ch. iv. "Sit salva "in terra, scilicet in bonis ipsius, "qui eam (pecuniam) receperit."

41. Likewise, if any mariner or ship's officer,[1] as well of the Strand as of the mainland, having received an advance or pay, shall have found an opportunity to better his condition by promotion to a grade,[2] in which grade he never was before, he may quit the ship of which he has received or obtained an advance of pay, provided that he makes [his intention] known to the master of the ship three days before the term when the ship is to set sail, and he ought to return by his own hands the advance or pay.

42. Likewise as regards a ship which is ready to be dispatched, there is no penalty for leaving behind a mariner or a ship's officer, and if he be a part-owner,[3] he has no power to detain the vessel, except it be that a creditor[4] has detained the master himself in parleying with him, in whatever stage [of readiness] the vessel may be for dispatch.

43. Likewise as regards an advance, such as is made to the mariners of the Strand, it is always recoverable on land.[5]

44. Likewise the master of a ship is bound, whenever he loses anything out of the ship, as well if it be a part of the capital of the common fund as of the ship's furniture, to run and exert himself to the utmost of his power to recover the whole of that which he has lost, and this is to be understood in whatever other

[1] *ship's officer*] The word "compagno" seems to be used here in the same sense as "socii," in Art. 9, where it is applied to the mate and the ship's clerk, who were officers of the ship.

[2] *a grade*] It was a general rule amongst the maritime nations both of the north and of the south of Europe, that promotion to a higher grade would justify a mariner in quitting the service of a ship, in which he had previously engaged himself. See the Customs of the Sea, ch. cxi.; the Gotland Sea-Laws, art. 63 and 64.

[3] *part-owner*] The word "messali," if it be the correct reading, seems to imply something more than "compagno," who was an associate for the particular voyage.

[4] *a creditor*] The translation of the latter portion of this article, which is evidently corrupt, is mainly conjectural.

[5] *on land*] That is, he may sue the mariner on shore, and levy execution on his property.

altro modo lo perdesse o li fosse levato, et se per sua negligenza, cioe in tempo et luoco lo potesse recuperare et non trattasse detta recuperazione, sia tenuto lo patrone corredarla; la quale recuperata o emendata se deve partire soldo per lira [1] per tutti questi porzonari o compagni, li quali saranno stati in quello viaggio.

45. Item se robba de marinari se perdesse, o fosse caso,[2] che la colonna l'havesse a dimandare, et il detto marinaro non potesse provare lo valore di quella robba, li deve essere rifatto tarenis [3] sei, et questo s'intende de robba de vestire et coperire solamente.

46. Item se alcuno compagno [4] restasse in terra mandato ad utilita della colonna, lo quale non fosse per suo difetto, che non potesse seguire lo viaggio, deve havere la sua parte del guadagno de tutto lo viaggio, et si per far li fatti soi restasse senza commissione del padrone, deve perdere la parte a se contingente, la quale si deve distribuire a tutta la comunita.

47. Item lo navilio de Rivera, il quale sara caricato di mercantia a compagnia,[5] se a quello navilio verra caso fortuito per tempestar di tempo, o per meglio difensarse o per qualunque altra superveniente fortuna li sara necessario fare jetto, lo padrone del navilio, guardando bene se per ogni ragione a loro e necessario jettare, et come

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[1] *soldo per lira*] The same as soldo per libra. See Article 26.

[2] *caso*] The Italian form of the Latin "casus."

[3] *tarenis*] The same abbreviation tt is used here as in Art. 34.

[4] *compagno*] This agrees with the provision of Art. vi. of the Rolls of Oleron; cf. Vol. i., p. 94.

[5] *mercantia a compagnia*] The MS. has compra, but Laband conjectures that the reading of the MS. from which the Foscarini MS. has been copied, was mercantia a compña, that is a compagnia, as distinguished from mercantia a nolo, which is treated in the next following article. The expression compagnia occurs in the maritime statute of Ancona of A.D. 1397, art. lxxxviii., "Qualunque portara "per mare in alchuno navilio de le "cose altrui di fuora d'Anchona in "compagnia." If "compra" be the correct reading, the phrase would seem to mean "merchandise "wherewith to purchase other mer- "chandise;" but compagnia is the more probable reading, as those who are to be invited to commence the jetison are termed below "compagni."

manner he may have lost it, or it may have been carried away; and if it shall be lost from his own negligence, that is because at a certain time and place he could have recovered it, and he has not exerted himself about its recovery, the master is bound to replace it, and the cost of recovering or repairing it ought to be shared proportionately amongst all those part-owners[1] or associates, who shall take part in that voyage.

45. Likewise if goods of a mariner are lost, or it should be the case that he makes a demand against the common fund, and the said mariner cannot prove the value of those goods, the loss shall be made good to him as far as the amount of six tarens,[2] and this is to be understood of clothes and coverlids only.

46. Likewise if any associate[3] remain behind, having been sent on shore for the advantage of the common fund, and it shall not be through his own default that he cannot continue the voyage, he ought to have his own share of the gain of the whole voyage; and if, in order to transact business of his own, he has remained behind without any commission from the master, he ought to lose the share belonging to him, which ought to be distributed amongst the whole association.

47. Likewise a vessel of the Strand which shall be laden with the merchandise of an association, if to this vessel there happen any fortuitous casualty from tempestuous weather, or in order to defend itself the better against enemies, or from whatever other accident of fortune it shall be necessary for them to make a jetison, the master of the vessel, after well considering if for all reasons a

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[1] *part-owners*] "Porzonari" seems here to be used to signify part-owners who took a share in the adventure, and were distinguishable from other adventurers, who had no share in the vessel.

[2] *six tarens* ] See Article 5 for the value of the Amalphitan taren.

[3] *associate*] This expression seems here to denote all those who were associated in the joint adventure, and who formed what is termed in the concluding words of the article "la communita."

per loro sara deliberato far jettito, deve prima il patrone incomenzare a jettare, o dare licentia alli compagni de jettare, et deveno jettare si a loro parere potere essere a salvamento; lo danno, del quale lo navilio fatto havera, si deve rifare del guadagno, et il resto del guadagno, il quale poi restera, si deve partire, come ho detto di sopra del navilio de Rivera, et se per ventura il detto guadagno non bastasse pagare lo danno[1] predetto, tutto quello guadagno deve essere lassato per ragione della rimonda del jettito predetto, al quale danno li marinari non sono tenuti rifare, ma si deve rifare tra la colonna et lo navilio secondo le parti, che lo navilio tirara, et cosi etiam se lo navilio predetto non havesse alcuno guadagno; verum li marinari in tantum sono tenuti rifare le spese del magnare et bevere et tutte spese per loro vita fatte et lo impronto, et se in lo navilio fosse viciati[2] con loro mercantie o dinari o altra robba, sono tenuti al predetto rifaramento del jettito soldo per lira.

48. Item se lo predetto navilio fosse caricato di mercantie de mercanti a nolo,[3] come di sopra e detto,[4] et fosse necessario jettare, il patrone del navilio deve consigliarsi con li mercanti, et con suoi fattori,[5] se li mercanti non ci fossero personalmente, o con qualun-

[1] *danno*] The MS. has guadagno, which is evidently an error of the scribe. Laband and Gar both agree in substituting danno.

[2] *fosse viciati*] Gar reads "fossero "viciati." It is not an unreasonable conjecture that the proper reading is "fosse serviciati," or "serviciali," namely, "if there "should be any servants of the "merchants or of the master." They are mentioned again in the next following chapter, as distinguished from the mariners, and servitiarii are mentioned below, in Art. 61, in conjunction with mariners.

[3] *mercanti a nolo*] Goods taken on board, for which the merchants or factors accompanying them paid freight.

[4] *come di sopra e detto*] These words should rather be inserted after "necessario."

[5] *suoi fattori*] their factors, when the merchants themselves were not on board.

jetison is incumbent on them, ought to commence to cast overboard, or to give liberty to the associates to cast overboard, and they ought to cast over, if it shall appear to them to be a possible means of safety; the loss which the ship shall have incurred ought to be made good from the gain, and the rest of the gain, which shall remain, ought to be shared, as I have said above[1] of a vessel of the Strand, and if by chance [a portion of] the said gain shall not suffice to pay the loss aforesaid, all the gain ought to be given up to pay off the residue of the aforesaid jetison, which loss the mariners are not called upon to make good, but it ought to be made good between the common fund and the ship, according to the number of shares[2] which the ship claims, and so even if the aforesaid ship should not have any gain: but the mariners are so far bound to make good their expenses of eating and drinking, and all the expenses incurred for their living and their advances; and if there be in the ship any servants[3] with their merchandise or money or other goods, they are bound to contribute to that jetison in proportion to the value of their goods.

48. Likewise, if the aforesaid vessel is laden with goods of merchants who have paid freight for them, and it be necessary to make a jetison, as has been said above, the master ought to take counsel with the merchants, and with their factors, if the merchants should not be personally on board, and with every other person who

[1] *as I have said above*] The first person plural has already been used in Art. 9. The use of the first person singular in the present place is strikingly suggestive, that the article was drawn up by the scribe of the maritime court, which is alluded to in Art. 39. The reference is not very intelligible.

[2] *shares*] Art. 5 has provided that every ship is entitled to one share for every ten salms of burden.

[3] *any servants*] Servants (servicials) appear from the Customs of the Sea to have been frequently received on board ship as attendants on the merchants and their property. The master's servant is specially mentioned in the Customs of the Sea, ch. ccxxviii. The master was also bound to have servants on board to cook the food of the mariners: "Deu "haver servicials qui adoben de "menjar als mariners." Cf. Vol. iii. p. 212, 527.

que altra persona, la quale fosse per parte del predetto mercante. Narrandoli,[1] come per ogni raggione a loro e necessario jettare per salvamento della mercantia et delle persone et intanto consultare; sopra questa ragione lo mercante prima comenzara a jettare, come di sopra e detto, et lo danno del quale jettito si deve partire soldo per lira[2] tra la mercantia et la barca, come di sopra e detto, al quale danno non sono tenuti li marinari; verum lo danno, che la barca di cio consequera, si deve rifare del guadagno, quale fatto havera; si ci rimanera guadagno, si deve partire, come di sopra e detto, et si non bastara, deve essere lo patrone,[3] al quale li marinari non sono tenuti; et se vitiati[4] ce fossero, ci devono contribuire come di sopra fu declarato, et se persona non fosse per lo detto mercante, ne esso ne chi fosse, del jettito predetto si deveno consultare lo patrone lo nocchiero con tutti o la maggior parte delli compagni; et quando per loro declarato sara per salvamento fare lo detto jettito, lo ponno fare, come lo proprio[5] mercante fosse presente et consentesse, et cosi et andera lo danno predetto soldo per lira fra lo navilio et lo mercante, et se per ventura la robba sara de molti mercanti, et alcuno marinaro o viciato[6] senza licentia del patrone o mercante presumera a jettare et fare jettito, sara tenuto emendare tutto quello, il quale per quello jettito perduto se trovera.

49. Item, se li mercanti fossero persone avare, come per il mondo si trovano, li quali voleno piu presto morire,

[1] *Narrandoli*] See Customs of the Sea, ch. lii. and liv., Vol. III., pp. 149, 153.

[2] *soldo per lira*] In proportion to the value of each merchant's lading, and the value of the ship.

[3] *lo patrone*] del patrone seems required by the context, that is, by the master.

[4] *vitiati*] Servitiarii is here probably intended, or serviciati, another form of the same word.

[5] *lo proprio*] Laband adopts the reading, "se il proprio," which does not appear necessary.

[6] *viciato*] Laband suggests "offi-" ciato" here, but serviciato seems preferable.

represents any of the aforesaid merchants; explaining to them how for every reason it is necessary for them to make a jetison for the saving of their merchandise and their lives, and meanwhile to consult. After such consultation[1] the merchant shall first commence to make a jetison as above said, and the loss from that jetison shall be divided pro rata between the merchandise and the barque as above said, to which loss the mariners are not bound to contribute; but the loss, which the barque shall incur therefrom, ought to be made good from the gain which she shall have made; if any gain remains to her it ought to be shared as above stated, and if it should not suffice, it ought to be the master's loss,[2] to which the mariners are not bound to contribute, and if there be any servants[3] they ought to contribute as above declared; and if there be no one to represent the said merchant, and there be no merchant at all, the master ought to consult the mate with all or the greater part of the ship's company,[4] and when it shall have been resolved by them for the saving of the ship to make the said jetison, they may make it, as if the merchant himself was present and was consenting, and so the said loss shall be divided in proportion between the ship and the merchant; and if by chance the goods shall belong to many merchants, and any mariner or servant, without the license of the managing owner or merchant, shall presume to cast over or to make a jetison, he shall be bound to make good all that which shall be found to be lost thereby.

49. Likewise, if the merchants be avaricious persons, such as are found in the world, who would rather die

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[1] *consultation*] Gar inserts a full stop after ragione, Laband a comma. In the Judgments of Oleron, Art. viii., the corresponding expression in cases of jetison is "Les "raisons du maistre sont les plus "cleres."

[2] *master's loss*] The freight due to the master may be the fund here intended.

[3] *servants*] See Article 47.

[4] *ship's company*] The officers of the ship are probably here intended.

che perdere alcuna cosa, la quale per estrema avaritia non volesse consentire lo jettito, ma repugnare, all'hora il patrone insieme[1] con lo nocchiero e l'altri buoni huomini dello navilio, cominciato concilio, lo devono requedere, mostrandoli la raggione et declaratione, come per ogni raggione e necessario fare jettito per la liberatione dello navilio et delle persone et della mercantia, et si esso pur perseverasse alla sua avaritia repugnando, all'hora lo patrone del navilio si deve protestare avanti tutti li compagni et all'hora puo incomenzare a jettare, et non li sara detrimento alcuno; et d'ogni fatto di jettito si deve intendere, lo patrone carrichi lo suo navilio tanto, quanto la raggione del suo navilio requede, et quando lo sopra carricara,[2] non ci e dubio nullo, che lo patrone e tenuto ad ogni danno et interesse.

50. Item, incontinente che lo patrone et lo scrivano danno lo soldo ad alcuno marinaro, e tenuto e riquesta de lo patrone e de lo scrivano o del nocchiero venire et servire in li servitii[3] o li saranno commessi, et se per aventura requesto non venesse ad ajutare, deve essere in pena al parere delli consoli,[4] eccetto si per legitima causa[5] fosse impedito.

51. Item, se per aventura alcuna nave o vascello partesse da porto per tempo o altro advenimento tornasse fra ventiquattro giorni, il marinaro non deve godere questo tempo.

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[1] *insieme*] Gar reads "assieme."

[2] *sopra carricara*] A similar provision is found in the Maritime Law of the Island of Malta, compiled in A.D. 1697, tit. iii., ch. viii. Pardessus, tom. vi. p. 342.

[3] *servitii*] Laband inserts in the text, after servitii, the words "li "quali," in place of "o."

[4] *delli consoli*] This provision is in apparent conflict with Art. 1, which refers the penalty to the discretion of the master and his associates, "ad arbitrium patroni et "sociorum." The article, however, may only apply to a vessel of the Strand, "navilio de Rivera," as specified at the commencement of Art. 47.

[5] *legitima causa*] See Art. 41.

than lose anything, who from extreme avarice would not consent to the jetison, but oppose it, thereupon the master with the mate and the other officers[1] of the vessel, having held a council, ought to insist on it, showing them the reason and the declaration how on every account it is necessary to make a jetison for the salvation of the vessel and of the lives and of the merchandise; and if they still persevere in their avarice objecting thereto, thereupon the master of the vessel ought to protest before all the ship's company, and thereupon he may commence to cast overboard, and it shall not be any detriment to him; and in each case of jetison it is to be understood that the patron has loaded his vessel so much only as the measure of the vessel requires, and if he shall load it too much, there is not a doubt that the master is liable for every loss and the interest.

50. Likewise immediately that the master and the mate give pay[2] to any mariner, he is bound at the request of the master or of the ship's clerk or of the mate to come and perform the services which shall be appointed for them, and if by chance any one after request shall not come to assist, he ought to be fined at the discretion of the consuls,[3] except he shall have been impeded by a legitimate cause.

51. Likewise, if by chance any ship or vessel shall depart from port, and from weather or other occurrence shall return within twenty-four days,[4] the mariner ought not to enjoy this time.

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[1] *officers*] "Buoni homini" may mean either the ship's officers, or the men of substance who were on board. Officiali are spoken of in Art. 58.

[2] *give pay*] In the Customs of the Sea, ch. cix., the obligation of the mariner to serve the master commenced from the time of the engagement being confirmed by their mutually clasping each others' hand. Lo mariner es tengut a senyor de nau o de leny, que pusque sera acordat ab lo senyor e donara palmada. Cf. Vol. III., p. 216.

[3] *Consuls*] Probably the same officers as are intended in Art. 22.

[4] *twenty-four days*] This appears to be an excessive period of time, during which the mariner was not

52. Item, se partito lo navilio fosse preso o rompesse, lo marinaro deve essere pagato pe · quello tempo l'ha servito fin al tempo del naufragio, et se havesse da refare del soldo, non possa essere costretto a tempo de uno mese, computando dal giorno del naufragio avante, non obstante che ha[1] pagato a raggione di mese.

53. Item, se lo marinaro fosse preso e tenuto presone, o ferito o morto in servitio de lo navilio, eo casu non sia tenuto restituire lo soldo, quale havesse da escomputare.

54. Item, se alcuno vascello portato dal porto per superveniente fortuna li fosse necessario jettare a mare, quello jettito si deve contribuire universalmente per tutte quelle persone, le quali hanno mercantie in lo vascello predetto per tutti li mercanti et per lo navilio, il quale navilio si deve per huomini esperti estimare secondo la qualita, che era quando parti dal porto, insieme con li mercanti fare una massa, et poi partire soldo per lira, et questo se intende, quando lo navilio non si perde in tutto.

55. Item, se lo navilio si perdesse in tutto, li mercanti non piu sono tenuti escomputare, verum si lo navilio havesse fatto jettito esistente in le procelle, et dietro[2] in terra si recuperassero tutto o parte, quelle mercantie recuperate si deveno contribuire con cose jettate nel

[1] *ha*] Laband reads "sia."

[2] *dietro*] The MS. has "deto;" Gar reads "dato." Laband adopts "dietro" in the sense of "cast "back on shore."

52. Likewise if after the vessel has departed she is captured or breaks up, the mariner ought to be paid for the time which he has served up to the time of the shipwreck, and if he has to refund pay, he cannot be constrained to do so for the period of a month computed from the day before the shipwreck, notwithstanding that he is paid by the month.

53. Likewise if the mariner be taken and kept in prison, or be wounded or die in the service of the ship, in that case he is not bound to refund the pay, which he may have to account for.

54. Likewise if any vessel which has departed from port has found it necessary from supervening misfortune to cast overboard into the sea, a general contribution should be made to that jetison by all those persons who have merchandise in the said vessel, by all the merchants and by the vessel, which vessel ought to be valued by experts according to the condition in which it was when it left port,[1] so as together with the merchants to make up one fund, and to divide the loss in proportion to the values, and this is to be understood in the case where the vessel is not totally lost.

55. Likewise, if the vessel shall be totally lost, the merchants are no longer bound to account for[2] their merchandise [saved], but if the vessel shall have made a jetison whilst she was in a storm, and all or part of the articles cast overboard shall be cast up on shore, the merchandise recovered ought to contribute towards the loss of the goods cast overboard at the time of the wreck, but not

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to earn wages. Twenty-four hours would be more reasonable. No analogous provision is found in the Customs of the Sea.

[1] *left port*] This is upon the same principle as is laid down in Article 38, when the ship was wrecked.

[2] *to account for*] That is for the purpose of contribution towards the loss of the ship, all goods salved being exempt from contribution, when the ship was totally lost.

tempo del naufragio, non tamen le cose, che se perdono poi rutto lo navilio.

56. Item, existente lo navilio de fore e tenuto lo marinaro dormire sopra lo navilio de notte et tutte quelle notti, lequali[1] senza expressa licentia del patrone dormesse in terra, deve per ciascuna notte servire giorno uno, et havere tanto manco di paga ad arbitrio del patrone.

57. Item, quando lo navilio stesse ad ormeggio,[2] il marinaro non deve partire dal navilio di notte ne di giorno senza licenzia, eccetto se lo navilio non fosse in porto, dove sentesse tanto de fortuna, quanto de mala gente.

58. Item, stando lo navilio a sorgituro[3] se puo lo marinaro partire da nave senza licenzia del patrone, eccetto se lui ne fosse requesto dal patrone o d'altro officiale de la nave per alcuna causa.

59. Item, se alcuna patrone di nave o d'altro vascello si reclamasse dal suo mercante per lo nolito della robba, che portasse, et detto mercante allegasse non essere tenuto pagare detto nolito, lo quale l'havesse promesso, allegando quella robba li fu carricata per qualche altra

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[1] *lequali*] "che" is the reading of the MS., which Gar follows.

[2] *ad ormeggio*] The MS. has "a "dormiggio," which is probably an error of the scribe. Ormeggio may mean here the ship's tier, or her loading station, where she was accessible from the shore. In a similar manner it was provided by the Maritime Ordinance of Peter of Aragon of 1340, Art. ix., that every mariner who had received an advance of wages should sleep every night on board his ship, after she had begun to load her cargo, and that the fourth of the crew should be every night under arms.

[3] *sorgituro*] riding at her anchorage, where she was not immediately accessible from the shore.

towards the goods which were lost[1] after the vessel broke up.

56. Likewise, when the vessel is abroad, the mariner is bound to sleep on board during the night, and all those nights when without the express permission of the master he shall sleep on shore, he ought for every night to serve one day, and to lose as much pay according to the pleasure of the master.

57. Likewise, when the vessel is in her tier, the mariner ought not to quit the vessel night or day without leave, except if the vessel be not in a port,[2] where it may suffer as much from disaster as from dishonest people.

58. Likewise when the vessel is riding at anchor[3] the mariner may go ashore without the permission of the master, except if he be requested by the master or other officer[4] of the ship for any cause.

59. Likewise if any master of a ship or other vessel shall claim from a merchant the freight of his goods which he has carried, and the said merchant shall allege that he is not bound to pay the said freight, which he had promised, alleging that the goods have been laden in a different manner [from that which he had stipulated], and shall

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[1] *were lost*] The meaning of the article would seem to be, that if a portion of the cargo was cast overboard in the hope of saving the vessel, and the vessel was subsequently wrecked, and a portion of her remaining cargo went ashore and was salved, the cargo so salved should contribute pro rata to make good the loss of the cargo cast overboard, but not of the cargo lost when the vessel broke up This provision was in harmony with the Roman law. Digest. l. xiv., tit. ii. fragm. 4.

[2] *in a port*] The article is not very intelligible, but it seems to be intended that the mariner was not to go ashore without leave, as long as the vessel was taking in cargo, and whilst she might be assailed either by tempest or by robbers.

[3] *at anchor*] The expression "surgir" occurs frequently in the Customs of the Sea, in the sense of a vessel riding at anchor, ch. lxiv., ch. ccxxxix., Vol. III., pp. 165, 578.

[4] *other officer*] The mate and the ship's clerk would both be officers of the ship, and entitled to provide for the safety of the ship in the absence of the master.

manera, et li allegasse, che l'havesse da dimandare alcuni danni, li quali se affermarando per il detto mercante[1] haver patito; et si lo patrone non confessara, senza[2] alcuna dilazione deve essere costretto pagare lo detto nolito tanto de la bagnata, quanto de l'arrivata; verum lo detto patrone, prima che sia pagato, deve dare plegeria bona di tornare et emendare al detto mercante tutta questa robba, la quale sara bagnata et maltrattata in la nave sua, incontinente che conosciuto sara per difetto del patrone o del navilio. Et tale dimanda de nolito non si deve fare per scrittura, purche del detto nolito se mostri scrittura o che le parti le confessano.[3]

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[1] *mercante*] Laband reads "patrone" here, which is required by the context.

[2] *senza*] Laband inserts "lo detto mercante" before senza, which is not necessary, but makes the sense of the passage clearer.

[3] *confessano*] The Catalan text of the 27th article of the Valencian Regulations for the Consular Courts is as follows:—Si algun patro de nau o altre vexell se clama de son mercader del nolit de sa roba que aportada li haura, e aquell mercader allega que no li es tengut de pagar lo dit nolit, tro lo dit patro li haia delivrada aytal roba que affermara que li fall d'aquella per letra de son companyo, o per altra manera dira, que li fou carregada o que li haia a esmenar algun damnatge, loqual affermara que per lo patro o culpa d'aquell li sera donat en les sues robes, si donchs per lo patro aquestes coses atorgades no seran, lo mercader encontinent, sens altre alongament es forcat pagar al dit patro lo nolit di la roba que lo patro li haura livrada, axi de la exuta com de la banyada o guastada, donant primerament e abans lo dit patro fermanca en poder des dits consuls, que di pla en pla fara dret al dit mercader sobre la dita roba que affermara que li fall, o sobre la banyadura o guastament que affermara que es stat fet en la sua roba a culpa del dit patro. E de aytal demanda de nolit no n'cal res posar per scriptura, ab que lo nolit se mostra e sia clar per cartes o atorgament del dit mercader, o per altra manera.

allege that he has to make a demand for some losses which he affirms that he has incurred through the said master,[1] and if the master shall not admit them, the said merchant [2] ought to be constrained without any delay to pay the said freight as well for the cargo spoilt as for the cargo which has arrived [in good condition]; but the said master, before he shall be paid, ought to give good security [3] to replace and make good to the said merchant all that cargo, which shall have been spoilt and damaged in his ship, immediately that it shall be adjudged that the damage has resulted from the default of the master or of the vessel. And such a demand of freight need not be made in writing, where a written agreement for the freight can be shown or the parties admit it.[4]

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[1] *master*] "mercante," which is the reading of the MS., is evidently inconsistent with the context, which requires "patrone."

[2] *said merchant*] These words are not in the MS., but are required by the context to avoid ambiguity.

[3] *good security*] Plegeria is the word used in the Amalphitan table, the counterpart of which is "fer-"manca" in the Valencian regulations.

[4] *admit it*] The striking resemblance between this article and the 27th article of the Rules of Procedure for the Consuls of the Sea at Valencia, which were issued by Peter IV. of Aragon some time between 1336 and 1343, and which are prefixed to the Customs of the Sea in the Book of the Consulate of the Sea, coupled with the fact that the provisions of the three next following articles are similar to the provisions of certain subsequent articles of those rules, has no doubt given rise to the popular story, which Giannone seems first to have propagated, that the Consulate of the Sea was composed from the Amalphitan Table. See Introduction to Vol. III. p. lxi. It is more probable in the Editor's opinion that the articles of the Amalphitan Table and of the Valencian Regulations have been derived from a common original, which was drawn up in the Latin language, as traces of a Latin origin are observable in two of the Amalphitan articles. It is possible, however, that their similarity is to be accounted for by the assumption that they were both of them expressions of a common practice which had come into use in the fourteenth century in the kingdoms of Naples and of Aragon respectively, and was applied to goods laden on freight, and which was a modification of the practice which had prevailed in Italy in the thirteenth century with regard to cargo laden on a common adventure. A record of this practice has been preserved in a Venetian Ordinance of A.D. 1225, according to which, whenever a dispute

60. Item dimanda de marinari, li quali dimandano loro soldi o parti da loro patroni, tale dimanda si deve fare sine scriptis.[1]

61. Item si nave o legno ad instantia di creditori, la quale da nuovo sara fatta et edificata avante sia varata o levata da scario, o avante che havera fatto alcuno viaggio, sara venduta,[2] sopra lo prezzo del tale navilio meglio haveranno[3] ragione quelli, alli quali demum sara per quelli edificaranno[4] questo navilio; per legnami, pece, stoppa, chiodi, insartia, le quali cioe comparate saranno ad uopo di quel vascello, con quello lo quale improntasse alla detta redificatione[5] suoi denari, et questi de corriero al prezzo predetto, et tutti questi correno per uno numero, et deveno primo essere ne pagati tra l'altri creditori. Et si lo prezzo ricevuto di tale navilio non fosse bastante a pagare li detti mastri,[6] li quali lavorato haveranno tale legno, et li venditori[7] della stopa, legnami, chiodi ed altre cose, quello tal prezzo si deve tra loro partire soldo per lira primo, che chiascheduno de loro e in simile justizia;[8] et a tali creditori in questo caso anteriorita de tempo non giova.

[1] *sine scriptis*] This article is identical with article xxvii. of the Valencian rules of procedure.

[2] *venduta*] Laband reads venduto. Gar, venduta; either will be in harmony with the context.

[3] *haveranno*] Laband reads haverando, Gar, haveranno, which is more correct.

[4] *edificaranno*] Laband reads edificarando, Gar, edificarono.

[5] *redificatione*] The context suggests edificatione.

[6] *mastri*] "mestres" is used in an analogous sense in the Customs of the Sea, ch. viii. vol. iii. p. 62.

[7] *et li venditori*] Laband reads et alli venditori.

[8] *justizia*] Laband reads justitia.

60. Likewise as regards any demand of the mariners, who demand their pay or shares [of the profit] from the master, such a demand may be made without writings.

61. Likewise, if at the instance of creditors a ship or vessel, which has been newly constructed and built before she has been moved or launched from the building slip, or before she shall have made any voyage, shall be sold, those creditors shall have a preferable claim upon the purchase money of such vessel, to whom there shall be owing money for articles used in building such vessel, for planks, pitch, tar, nails, oakum, which have been procured for the service of the vessel, together with him who has lent his money for the building of it; these are entitled to make claim [1] against the aforesaid purchase money, and they may all claim under one number, and ought to be paid first amongst the other creditors. And if the purchase money received for the said ship is not enough to pay the wrights [2] who have worked upon that vessel and the furnishers of the tow, planks, nails, and other articles, the said purchase money ought to be divided amongst them rateably, so that each[3] of them shall have like justice, and to such creditors priority of time gives no advantage [as against one another]. And if

arose between a merchant and a master of a ship in regard to damage done to cargo during a voyage, the consuls or other magistrates of the place, where the ship might be, were to inspect the goods and value the damage before the goods were landed, and where that could not be done, were to inspect the goods and value the damage immediately after they were landed, and to require the master to make due compensation to the merchants. Art. lxiv. De vastatione mercimoniorum, Pardessus, Lois Maritimes, tom. v. p. 41.

[1] *to make claim*] The MS. has "de corriero," which is probably an inaccurate writing of "decorreno," the third person plural of a verb corresponding to the Latin "decur-"rere."

[2] *wrights*] An old English word has been here adopted, signifying those who have worked or wrought upon the ship.

[3] *so that each*] The passage is susceptible of another version, "for "each of them has a similar right to "justice," which agrees with the language of the Valencian Regulations, Art. xxxiv.

Et se per aventura il detto vascello havera fatto viaggio alcuno et poi sara venduto ad instantia di detti creditori, lo prezzo recevuto di quello vascello si deve in questo modo distribuire, primo si deveno pagare li servitiarij et li marinari di nave di quello, lo quale se conoscera doverno [1] ricevere per loro soldo, et poi quelli i quali si conosceranno [2] haverno improntato sopra l'edificio di tal nave, cioe chi primo sera in tempo.[3]

62. Item se alcuna cosa dovessero ricevere li mastri, li quali havessero in quello fatte giornale o venditure di pece, lignami, stoppa et chiodi, se essi carta non haveranno,[4] in tal caso non hanno le persone predette alcuna integritate ne prerogativa di tempo di meglior-

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[1] *doverno*] Another form of deveno.

[2] *conosceranno*] Laband reads conoscerando.

[3] *in tempo*] The following articles of the Valencian regulations have a great affinity to this article:—Art. xxxii. Si a instancia de creadors nau o leny o altre vexell, qui de nau sera construit, abans que sia varat e levat de les stepes o abans que heia fet viatge, sera venut, en lo preu d'aquell son millors en dret los jornalers e aquels als quels sera degut per fusta, pega, clavo, e stopa, e altres exarcies comprades a ops del dit vexell, iatsia que n'haie cartes o no cartes, que algun altre creador del construent lo dit vexell o prestador a la construccio de aquel posat que n'haian cartes. Art. xxxiii. E si lo preu hagut del dit vexell no bastara a aco qui sera degut als dits jornalers e aquells, los quales fusta, pega, clavo, stopa e altres exarcies hauran livrades a la construccio del dit vexell, aquell preu deu esser departit entre aytals creadors per sou e livra, car quascu de aquells es en un meteix dret en lo dit preu, e en aytels creadors prioritat de temps no s'pot posar ne allegar. Art. xxxiv. Si la dita nau o altre vexell apres que haura fet algun viatge sera venut a instancia de creadors, del preu hagut del dit vexell son pagats primerament los servicials e mariners del dit vexell de aco, que l's sera degut per lurs loguers, e aco sens fermanca de tornador com en aquell preu algu no y sia primer en temps ne millor en dret, e apres desquels los prestadors creadors del dit vexell, co es aquel que per los calendars de la carta del seu prestech se mostrara haver prestat primer, e puys los altres, axi com venen primers, quascu donant fermanca de tornador o facient la solemnitat de la crida de xxx. dies desus inserta, si jurar no haver la dita fermanca.

[4] *haveranno*] Laband reads haverando, but haveranno harmonises with the context.

by chance the said vessel shall have made a voyage, and shall afterwards be sold at the instance of the said creditors, the purchase money received for that vessel ought to be distributed in this manner, first one ought to pay the servants and mariners of the ship for that which it is acknowledged that they ought to receive for their pay, and then those whc are proved to have lent money on the building of such ship, according as each has priority in time.[1]

62. Likewise,[2] if the shipwrights ought to receive anything, who have done daily work, or have furnished pitch, planks, tow, or nails, if they have not a writing, in such a case the aforesaid persons have no standing nor prerogative of time so as to have advantage over those

[1] *in time*] The Valencian Regulation, Art. xxxiv., is continued, and goes on into further details, which are clearly not derived from the Amalphitan Table, but they are not inconsistent with it in principle. There is however a difference between the earlier part of Art. xxxiv. of the Regulations and the Amalphitan Table, namely, that the servants and mariners were alone, according to the Valencian Regulations, entitled to be paid absolutely, after the vessel had been allowed to be launched and to make a voyage, whilst the material men and others were required to give security to repay any money which they had received, in case a preferential creditor should subsequently establish a claim against the ship.

[2] *Likewise*] In the Valencian Regulations the corresponding provisions are expressly made applicable to cases where the vessel has made a voyage, in other words, where the shipbuilder or the shipwrights, as the case may be, have allowed the ship to go out of their hands, in which case, unless they have a written security on the vessel, they have no preferential locus procedendi against the vessel.

anza contra delli quali[1] fossero primo in tempo et fossero creditori di quel vascello, et se le parti delli patroni non basteranno pagare li predetti debiti, li quali primo havera, si devono li detti creditori pagare delle parti delli porzonari[2] et patroni di carate di questo navilio, se dato l'haveranno potesta come patroni, che in altro modo li detti porzonari[2] non sariano porzonari,[2] si come patroni o in altra maniera potesta non haveranno.

63. Item si navilio alcuno vendesse et il padrone con animo defraudare, o per qualsivoglia altro modo non scrivesse tutto lo credito[3] in lo inventario; quello, lo quale lo havra comprato, possendo provare qualunque cosa mostrando essere fatta de lo navilio non alienata, lo deve havere; lo patrone predetto, si legitime[4] mostrasse averlo accettato, da lo duplo propio.[5]

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[1] *delli quali*] Gar reads de quelli.

[2] *porzonari*] Gar reads porzionari, but porzonari occurs above in Art. 44.

[3] *credito*] This reading is intelligible, but Laband suggests that the proper reading is "corredo," and illustrates his suggestion by reference to a provision in a maritime statute of Venice of A.D. 1255, Art. xlviii., which ordains, Quod non vendantur neque alienentur sarcia vel correda navis. See Pardessus, Lois Maritimes, tom. v., p. 34. Under this statute any master of a vessel, who should sell or part with any portion of the ship apparel or tackle without necessity was liable to a penalty of double the value of the articles. "Patronus autem qui "contra hoc fecerit, in duplum vali-"mentum corredi, quod vendiderit, "debeat emendare nostro com-"uni."

[4] *legitime*] The MS. has "leg-"name," but Gar and Laband both adopt "legitime."

[5] *propio*] The remaining portion of Art. xxxiv. of the Valencian Regulations, which has no counterpart in the Amalphitan Table, is here subjoined: "E in aquest cas, "co es pues lo dit vexell haura "fet viatge, si alguna cosa e deguda "als jornalers o per fusta o clavo, "pega, stopa e exarcia del dit "vexell, aquests aytals creadors, "si donches cartes no hauran del "lur deute, en lo cas desusdit, no "han alguna prerogativa, prioritat "de temps, ne milloria en dret als "altres creadors prestadors del dit "vexell ab cartes. E si les parts "del patro que les dites manleutes "haura fetes no abastaran a pagar "aquelles, allo es pagat als dits "prestadors des parts dels person-"ers, si fermen a la manleuta feta "per lo dit patro, in altra manera "los dits personers no n'son tenguts,

who were prior in time, and are creditors of the vessel; and if the shares of the owners do not suffice to pay the aforesaid debts, which have priority, the said creditors ought to pay themselves from the shares of the partners and the part-owners of the vessel, if they have given a power as owners, for in any other manner the said partners would not be partners, if as part-owners or in some other manner they have not [given] a power.[1]

63. Likewise if any vessel is sold, and the master with an intent to defraud, or some other reason, has not entered all the ship's apparel in the inventory, he who has purchased her being able to prove that anything made for the ship has not been alienated,[2] ought to have it; the aforesaid master, if he can lawfully show that it has been borrowed,[3] must pay double the value[4] of it.

[1] *a power*] that is, a proxy or power of attorney.

[2] *non alienata*] The translation follows the text, which is open to suspicion, whether the negative "non" is not redundant, as the context seems to require, "shall "prove anything to have been "alienated." On the other hand, the passage may contemplate a case, where tackle has not been alienated, but only lent to another ship.

[3] *accattato*] This word is translated by Baretti, "begged, bor-"rowed."

[4] *double the value*] Some light is thrown upon this article by a provision, which is found in a maritime ordinance of Venice of A.D. 1255: Licitum sit patrono cum voluntate et consensu majoris partis naulizatorum et marinariorum ipsius navis vendere ex suis corredis vel sarciis illi navi; ita tamen quod illa correda vel sarcia, quæ vendiderit, ipse patronus, quam cicius poterit, per sacramentum recuperare teneatur. Patronus autem qui contra hoc fecerit in duplum valimentum corredi, quod vendiderit, debeat emendare nostro comuni. Pardessus, Lois Maritimes, tom. v., p. 34. No article corresponding to this is found amongst the Valencian regulations.

64. Item qualunque mercantia si vendera, et il compratore pagara de buono argento, deve haverlo lassato a raggione di grani quatro per onza, et questo se chiama l'affitto de lo cagno.

65. Item de qualunque mercantia, che si vende alle citta, il cittadino[1] sopravenga al mercato, puo et deve havere quella mercantia per quello prezzo propio, per lo quale l'have havuto lo mercante, quando e necessario per suo uso et de sua fameglia.

66. Item uscendo lo navilio da lo porto, lo patrone e tenuto de mostrare tutta la colonna[2] alli marinari.

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" com lo dit patro no haga poder " de obligar los bens de casa dels " dits personers, si donchs de aquels " procuracio o altre plen poder ab " carta no haura." This and the preceding articles of the Valencian Regulations have been subjoined in the form of notes to enable the reader to form a judgment for himself respecting their affinity to the Amalphitan Table.

[1] *il cittadino*] This article is at first sight out of place in a table of sea-laws, but the next preceding article is open to the same remark. It is probable that only goods brought by sea to the market of Amalphi came within this provision, which was intended to secure to citizens of Amalphi a preference in their own market over other purchasers.

[2] *colonna*] See Art. 1 as to the meaning of the terms columna and colonna.

64. Likewise whatever merchandise may be sold, if the buyer pays in good silver, he ought to have a discount of four grains in the ounce, and this they call the gain[1] in the exchange.

65. Likewise of all merchandise which is sold in the city, should a citizen come by accident to the market, he may and ought to have the merchandise for the very same price, for which the merchant has obtained it, whenever it is required for his own use and the use of his family.

66. Likewise on going out of port the master is bound to show all the common account[2] of the ship to the mariners.

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[1] *gain*] The term "affitto" has probably the same meaning as the modern term "aggio," which is derived from the Lombard bankers and signifies the gain received or given in the exchange. "Affitto" in its ordinary sense means the rent or hire of a house or other chattel.

[2] *common account*] This provision is intended to apply to the case of a joint adventure, with reference to which an analogous provision is found in the Customs of the Sea, ch. ccii., according to which, when a vessel was navigated in shares (à parts) the master was bound, in the presence of all the mariners, to make out a table of the shares of the vessel and of the shares of the crew, and to submit to the inspection of the mariners the whole of the ship's apparel. See Vol. III., p. 417.

DAT

# GOTLANSCHE WATER-RECHT.

THE

# GOTLAND SEA-LAWS.

# DAT GOTLANSCHE WATER-RECHT.

## WATER RECHT.[1]

ART. 1. Item, wor eyn schipper winnet enen[2] sturman, edder enen leytsager effte enen schipman, deme sin se plichtich sine reyse vul to donde, alse se eme gelouet[3] hebben. Weret dat he des nicht enholden so sal he deme schipheren sin gantze lon wedder geven, dat he upgeboret hefft. Dar to sal[4] he geven[5] van sines sulves gelde halff so vele alse em gelouet was. Ock en sal neyn sturman des anderen leytsagen effte schipman entwinnen.[6] Weret dat jenich man dat dede,

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[1] *Water Recht*] Such is the simple title prefixed to this collection of sea laws in the earliest known MS., which is preserved in the Royal Library in Copenhagen. The MS. is No. 3123, in quarto, written on parchment in a hand of the fifteenth century. It is referred to in the notes as MS. A. The Editio Princeps of these Sea Laws, which was printed at Copenhagen in 1505, like the Editio Princeps of 1494 of the Book of the Consulate of the Sea, has no printed title-page, but upon a blank leaf, which occupies the place of a frontispiece in one of the two copies that are preserved in the Royal Library in Copenhagen, and which particular copy has belonged to the Privy Councillor B. W. Lüxdorph, there has been inserted with a pen in alternate lines of black and red ink the title " Dat hogheste Gotlansche " Water-Recht gedrucket to Kop- " penhaven Anno Domini M. d. v.," and in addition there has been inserted also with a pen on the first page of the text, the superscription, " Her beghynt dat hogheste water " recht." The reasons, which have induced the Editor to designate the whole body of Sea Laws by the title of " Gotland Sea Laws," have been stated at length in the Introduction.

[2] *enen*] eynen is written here and elsewhere in K.

[3] *gelouet*] ghelauet, K.

[4] *sal*] scal, K.

[5] *geven*] gheveu, K.

[6] *entwinnen* ] entwinnen efte onderharen, K.

# THE GOTLAND SEA-LAWS.

## SEA LAWS.[1]

ART. 1. [2] Likewise, when a master hires a mate [3] or a pilot or a seaman, they are obliged to complete their voyage according as they have engaged themselves. Whoever does not keep his engagement shall pay back to his master all his wages, which he has received. In addition he shall pay from his own money half as much as he was hired for. Further no one[4] shall entice away another's mate or pilot or seaman. Should it be that

[1] *Sea Laws*] The fourteen first articles of these laws, with the exception of the seventh article, are identical in substance with certain articles of the Laws of the city of Lubeck, to which reference will be made from time to time.

[2] *Likewise*] The English translation follows the text of MS. A. The more important variations between that text and the Editio Princeps of 1505 are mentioned in the notes, the Editio Princeps being designated by the letter K., from Koppenhaven, where it was printed. Three other MSS. are occasionally referred to under the letters B. C. D. They are MSS. of the fifteenth century, in Low German, but the fourteen first articles of MS. A. are wanting in all of them. They have been described in the Introduction.

[3] *mate*] The text of the MS. would seem to require the use of the term "steersman," instead of "mate," but the former term, although it is in substance the equivalent of the word "steuerman," would not convey the full meaning of that term, which is applied to the sailing master as distinguished from the managing owner of a vessel, the "notxer," as he is styled in the Customs of the Sea, as distinguished from the "senyor de nau."

[4] *no one*] M. Pardessus suggests in a note on this article, as it is printed in the edition of 1505, that "no shipmaster" is the proper reading of the text instead of "no one." This suggestion is confirmed by the reading of Art. 66 of the MS., in which "neyn schipper" occurs in place of "neyn," and which reading is in conformity with the reading of the above-mentioned Lubeck Codes (see Art. 66 below), as well as of he Codex of Albrecht von Bardewick of 1294.

de sal ene wedder van sick antworden,[1] deme jennen, de ene tome[2] ersten gewunnen hefft, edder he sal dat mit syneme rechte bewaren, dat he ene, allir erst gewunnen hebbe. Unde de gewunnene sal[3] syneme schipperen de reyse vul don, unde umme sine missedaet, dat he sick twen heren vorbut,[4] so licht dat an deme schipperen,[5] wat he eme[6] geven will, edder nicht van sineme lone, wente he id to rechte dar mede vorloren,[7] hefft.

ART. 2. Item, is dar yemant, jd sij sturman effte leytszage edder schipman sick bestedet, und sines amptes nicht en kan, mach men des ene vorwinnen myt twen der jenne[8] de bynnen der bort sin, he sal deme schipperen sin gelt wedder geven, unde dar to halff so vele, alse[9] he eme to lone[10] gelouet[11] hadde.

ART. 3. Item, bynnen der haven mach eyn schipper sines schipmans los werden mit halvem lone, unde buten der haven mit gantzeme lone, alse verne alse[12] he eme neynen broke bewisen mach.

ART. 4. Item, ock en sal nemant uppe deme lande slapen bij nacht ane des schippers orloff, bij twen groten tornosen.[13] Noch en sal dat bot edder[14] espinck nemende voren vame[15] holke bij der nacht bij twen groten tornosen[16] ane des schippers orloff

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[1] *antworden*] antwarden, K.

[2] *tome*] to dem, K.

[3] *gewunnene sal*] gewunnen efte gehuret was scal, K.

[4] *vorbut*] vorbut efte vorhurde, K.

[5] *schipperen*] schipper, K.

[6] *eme*] em, K.

[7] *vorloren*] vorlaren, K.

[8] *der jenne*] der yenen, K.

[9] *alse*] alzo is written throughout in K.

[10] *lone*] lone efte to süner hure, K.

[11] *gelouet*] ghelauet, K.

[12] *alse verne alse*] alzo verne alzo, K.

[13] *tornosen*] tornoysen, K.

[14] *edder*] noch, K.

[15] *vame*] van deme, K.

[16] *tornosen*] tornoysen, K.

any man does this, he shall surrender him up to him who first engaged him, or he shall establish by his oath that he has engaged him before any body else. And he who has been engaged shall complete the voyage for his master; and on account of his misconduct, in that he has engaged himself to two masters, it shall rest with his master what he will give him or not of his wages, since he has lost all right to them.[1]

Art. 2. Likewise, should there be any one who has engaged himself as a mate or a pilot or a seaman, and does not know his duty, if he is convicted of this by two of those who are on board, he shall pay back to the master his money, and in addition half as much as he has promised him for wages.[2]

Art. 3. Likewise, a master may dismiss a seaman within port on paying half his wages, but outside the port he must pay him all his wages unless he can prove against him some breach [of duty].[3]

Art. 4. Likewise, no one shall sleep on shore during the night without the leave of the master, under the penalty of two groats of Tours.[4] Also no one shall cast off the boat or skiff from the ship during the night without the master's leave, under the penalty of two groats of Tours.[4]

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[1] *to them*] The commencement of the sixty-sixth and last article of this MS. is identical in substance with the first article, but it has evidently not been copied from the same original, nor does the text of either article, as set out in the MS., agree accurately in detail with the text of any extant Law of Lubeck. Further remarks on this subject will be found in the notes on the sixty-sixth article.

[2] *wages*] This article is identical with Codex ii., Art. 121, and Codex iii., Art. 288, of the Laws of Lubeck, which are printed in Brokes' Observationes Forenses, appendix, p. 54 and p. 109, as well as with Art. 214 of Codex iii., published by J. Fr. Hach in his Collection of Ancient Lubeck Laws, Lubeck, 1839.

[3] *breach of duty*] This article is identical with the Lubeck Cod. ii., Art. 123, and Cod. iii., Art. 290, 1st part.

[4] *Tours*] This article agrees with the Lubeck Cod. ii., Art. 124, and Cod. iii., Art. 290, 2nd part.

Art. 5. Item, ock sal men[1] geven to Schonewort vor islike last swares iiii. pennige[2] ut unde van der last leddiger tunnen i. pennigh[3] in unde i. penning ut, dat[4] de schipmanne arbeidet ut unde in[5] vor er winnegelt.

Art. 6. Item, ock sal nement[6] deme schipperen, wen[7] he 'rede is to der Heringwick edder to Travemunde[8] to segelende, sinen sturman, leidsagen,[9] edder schipman ute der bort nemen umme schult, de he schuldich is, mer were de sinen ichtes[10] in deme schepe dat sal men uth[11] autwor den bij swaren eyden syne schult[12] dar mede to betalende.[13] Unde de jenne, de dar gewunnen is, de sal sine reyse holden, alse de gelouet is, de sal[14] de schiphere eyn richter wesen.

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1 *sal men*] scal men, K.
2 *pennige*] penningen, K
3 *pennigh*] penning, K.
4 *dat*] umme dat, K.
5 *unde in*] inne, K.
6 *sal nement*] scal nemant, K.
7 *wen*] wan, K.
8 *Travemunde*] Trauenmunde, K.
9 *leidsagen*] edder leydsaghen, K.
10 *mer were de sinen ichtes*] men were dar van syneme gude ichtes, K.
11 *sal men uth*] scal man dar uth, K.
12 *swaren eyden syne schult*] besworen eyden umme syne schult, K.
13 *betalende*] betalen, K.
14 *gelouet is de sal*] ghelnuet is des scal, K.

ART. 5. Likewise, there shall be paid by vessels sailing to Scania, for every heavy last four pennies outwards,[1] and for a last of light barrels one penny inwards and one penny outwards, so that the seamen may work inwards and outwards for their hoisting money.[2]

ART. 6. Likewise, no one shall arrest[3] any mate, pilot, or seaman on board a vessel, when the master is ready to sail at Heringwick,[4] or at Travemund, on account of a debt for which he is liable, but should there be in the ship anything of his, it shall be given up to the creditor on his swearing to the debt, in order to pay the debt. And he, who has been engaged, shall perform his voyage according as he has been hired, of which the master shall be judge.[5]

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[1] *four pennies outwards*] There is probably an omission in the text of the MS. of the words "iiii. penninge "in unde," which are found in all the versions of the corresponding Laws of Lubeck, and which should precede the words "iiii. penninge ut." Professor Slyter is of this opinion as regards the MS., and M. Pardessus is of the same opinion as regards the edition of 1505, but it is a remarkable fact that the additional words as suggested are not found in any extant MS. of the Wisby Sea Laws, nor in any early printed edition of them. In the Lubeck Cod. iii., Art. 291, the words are, "Och schall ein juwelick man, de "tho Schone segelt, geven vor ein "ider last schwares veer penning "in und veer penning uth."

[2] *hoisting money*] This article corresponds with the Lubeck Cod. ii., Art. 128, and. Cod. iii., Art. 291. "Winnegelt" means literally "winding money," paid for working at the windlass, and is termed "guindatge," or "guindage," in the Judgments of the Sea, Art. xi.

[3] *arrest*] This provision is in accordance with that which is contained in the Customs of the Sea, ch. ccxxxiii., Vol. II., p. 551.

[4] *Heringwick*] This was in former times a village on the right bank of the river Trave, which flows past Lubeck, and at the mouth of which is the port of Travemund. The village now called Herrenwik is on the left bank of the river.

[5] *judge*] This article agrees with the Lubeck Cod. ii., Art. 126, and Cod. iii., Art. 293. It is probably intended that the master should have the option of leaving the debtor behind, if he chooses to do so. The Lubeck Codes throw no additional light on the subject. A Sea Law of Riga, amongst the statutes revised in 1672, probably borrowed from Hamburg, provides that a seaman may not be arrested for debt in port, in order that the master may not be thereby prevented from sailing, but the seaman's effects may be seized, and if he has no effects, and the master will not leave him behind, the master must pay his debt.

ART. 7. Item, weret dat jenich gud in der tijt der not unde vmme stormes willen[1] worde geworpen ute deme schepe in de[2] zee, dat gud sal betalet werden, alse erbare manne spreken,[3] dat id gelden moge in sodaner stede, dar he dat[4] gud voren wolde to vorkopende. Unde, ock dat schip unde alle dat gud, jme schepe[5] is beholden, dat sal man werdigen, unde solk erbene gud gentzliken wert ut geworpen, de is deme schipperen dat schiplon plichtich, dat is geheten schiplage, gelick effte he sin gud beholden hedde.[8]

ART. 8. Item, nympt[9] eyn man eyn schip vame anderen[10] sommerdage to brukende,[11] de sommer nympt ende tho Sinte Mertins[12] dage; kumpt he den in de havene, dar he dat schip wan, so is he leddich, van deme[13] dar he aff huret[14] hefft. Is he aver to Sinte Mertins[15] dage anders worc, dat sij in der zee edder in ener hauen, dat he nicht[16] keren en kan, so is he ane vare, beth so lange dat he komen[17] moge, dar he dat schip gewunnen[18] hefft.

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[1] *willen*] willen efte onwedders willen, K.

[2] *de*] der, K.

[3] *alse erbare manne spreken*] alzo erbaren mannen spreken unde segghen, K.

[4] *dar he dat*] dar ith gelden moghe he dat, K.

[5] *jme schepe*] dat in deme schepe, K.

[6] *solk erbene gud gentzliken wert*] solk gud wert so gentz-liken, K. Slyter considers erbene should be struck out of the text.

[7] *schiplage*] schiplagaghe, K.

[8] *hedde*] hadde, K.

[9] *nympt*] hüret, K.

[10] *vame anderen*] umme in deme, K.

[11] *to brukende*] tho bruken, K.

[12] *Sinte Mertins*] Sunte Martins, K.

[13] *van deme*] omitted, K.

[14] *huret*] gehuret, K.

[15] *aver to Sinte Mertins*] over to Sunte Martens, K.

[16] *nicht*] des nicht, K.

[17] *komen*] kamen, K.

[18] *gewunnen*] ghewunnen efte gehuret, K.

ART. 7. Likewise,[1] should it be that any goods in time of need and by reason of a storm are cast overboard out of the ship into the sea, those goods shall be paid for as experts shall say that they would be worth in that place, to which the goods were to be carried to be sold. And they shall also value the ship and all the goods, which are saved in the ship, and he to whom such goods cast overboard belonged is bound to pay to the master freight, which is called ship-carriage, alike as if he had saved his goods.

ART. 8. Likewise, should a man take a ship to employ it during the days of summer, the summer comes to an end on St. Martin's day;[2] should be come then into the haven where he has engaged the ship, he is released to him from whom he has hired the ship. Should he be elsewhere upon St. Martin's day, whether he be on the sea or in a haven, so that he cannot help it, he is without fault, until he can arrive there where he has hired the ship.[3]

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[1] *Likewise*] This chapter is omitted in several versions of the Wisby Sea Laws, but it is printed in the Editio Princeps of 1505. The early part of it is of identical import with the provisions of Article 11. From what source it has been derived is unknown, as it does not occur in any extant collection of Lubeck Laws. All the preceding articles are found not merely in the two codes of Lubeck Laws above mentioned, published by Brokes, but in another collection of Lubeck Laws of the date of 1348, of which a very full account is given in the Introduction of Hach's Alte Lübische Recht, Lubeck, 1839.

[2] *St. Martin's day*] The eleventh day of November, on which day the vessels of the Hanse Towns were laid up for the winter, and afterwards were not allowed to sail before the next following Candlemas day, 2nd February, commonly called the Festival of the Purification of the Virgin. St. Martin's day is generally described in early English documents as the Feast of St. Martin in the winter, Festum Sancti Martini in hyeme. Rot. Claus. 23 Edw. 1., m. 4. d.

[3] *the ship*] This article agrees with the Lubeck Cod. ii., Art. 120, and Cod. iii., Art. 287. It also agrees with article 216 of the code of 1240, published by Westphal in his Monumenta Inedita, tom. iii., col. 666. See Introduction.

Art. 9. Item, we enes anderen mannes pram nympt, vnde in de Trauene mede varet sunder sine witskap,[1] wil de dat vorderen, des de pram is, de ander schal eme[2] hure geven, vnde des[3] wert he los mit iiii. schillingen[4] to botende, under id kome van füre edder ander notsake.

Art. 10. Item, we vmme schult to vorderende edder[5] vmme ene ander sake kümpt an eyn schip vnde sine clage[6] voret vor deme schipperen[7] schepe[8] vnde schipluden vnde volke, de jme schepe is,[9] vnde richtet de schippere dem cleghere[10] na schepes rechte vmme schult edder vmme ander sake,[11] de jenne de desse sake effte schult vorderet, de en is nicht plichtich jeniger tuge anders to bringende,[12] men he sal geneten der beseten tuge, de he jme schepe vindet vnde hebben mach. Geliker wijs isset ock vmme tuge vor to bringende buten lands.[13]

Art. 11. Item, we in waters not sin gud werpet, dat gud mot dat schip unde die lude de[14] gud in deme schepe hebben na marcktalen gelden, na deme alse eyn jewelick gud mochte gelden in der havene, dar se to dachten.[15]

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[1] *witskap*] wytscop, K.

[2] *de ander schal eme*] so scal de ander em.

[3] *des*] des so, K.

[4] *schillingen*] S℥, K.

[5] *edder*] efte, K.

[6] *clage*] klege, K.

[7] *schipperen*] schippere, K.

[8] *schepe*] omitted, K.

[9] *de jme schepe is*] de in deme schepe synd, K.

[10] *cleghere*] klegere, K.

[11] *sake*] saken, K.

[12] *to bringende*] tho bringen, K.

[13] *lands* ] lands, also hier vor ghesecht is, K.

[14] *de*] de dar, K.

[15] *to dachten* ] to dachten to wesende mit dat gud, K.

Art. 9. Likewise, he who takes another's punt and goes out with it on the Trave[1] without his cognisance, if he to whom the punt belongs shall demand it, the other shall pay him for its hire, and he shall have to pay its owner four shillings, unless he has taken it on account of a fire or some other necessity.[2]

Art. 10. Likewise, he who comes on board a ship to demand a debt or for some other thing, and makes his claim before the master and the mariners and other persons, who are on board the ship, and the master adjudges[3] on his claim according to the law maritime for the debt or other thing, he who demands that thing or debt is not obliged to produce any other witnesses, but he shall produce the best[4] witnesses that he can find or have in the ship. Likeways shall it be with regard to witnesses to be produced in a foreign land.[5]

Art. 11. Likewise, when goods are cast overboard under distress of weather, the ship and the persons who have goods on board the ship must pay for those goods proportionately according to what similar goods would be worth in the haven which they had in view.[6]

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[1] *the Trave*] A river of Holstein on which Lubeck is situated, and which enters the Baltic Sea at Travemund.

[2] *necessity*] This article agrees with the Lubeck Cod. ii., Art. 125, and Cod. iii., Art. 292, and with article 42 of Westphal's Codex of 1240.

[3] *adjudges*] This expression would seem to imply that a kind of jurisdiction was exercised by the master of a ship, according to the Laws of Lubeck, over all persons on board his vessel, analogous to that which an officer under the name of consul appears to have exercised on board of Catalan vessels, according to the Customs of the Sea, ch. lxxiv., and on board of Amalphitan vessels, according to the Amalphitan Table, Art. 12.

[4] *the best*] M. Pardessus objects to "beseten," which is also the reading of the Editio Princeps of 1505, and has replaced it with "besten." "Besten" appears to be the reading of the very ancient Lubeck Law, of which J. F. Hach has published the text in his work, Das Alte Lübische Recht, Codex ii., Art. cxxxix.

[5] *foreign land*] This article agrees with the Lubeck Cod. ii., Art. 113, and Cod. iii., p. 278, and with article 84 of Westphal's Codex of 1240.

[6] *had in view*] This article only occurs in MS. A. of the Gotland Sea Laws, and in the Editio Prin-

Art. 12. Item, welk man een[1] schip huret to ener bescheiden[2] tijt, dat en mach he nicht versetten[3] noch vorkopen nemande dat id stede moge sin[4] noch icht anders mede don,[5] sunder allene dat he id[6] io wol vorhuren mach, weme he wil, beth to der bescheiden[7] tijt.

Art. 13. Item, dar eyn man sin schip uth deit luden[8] unde dat schip vorschepen,[9] vnde he na der lude willen varet, wert dat schip to broken in der reise, de vrachtlude scholen eme[10] geven halve schaden.

Art. 14. Item, verlust man[11] ene[12] mast effte segel in der segelinge van vngelucke, des endoruen[13] de ame sin[14] nicht gelden. Wert se auer[15] dorch not gehouwen vnde geworpen, so sal se[16] schip vnde gud[17] gelden na marktallen alle lude[18] vnde de schipper mede.

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[1] *een*] eyn, K.
[2] *bescheiden*] beschydener, K.
[3] *versetten*] vorsetten, K.
[4] *dat id stede moge sin*] dar mede to segelende noch, K.
[5] *anders mede don*] dar mede to doen, K.
[6] *id*] ith, K.
[7] *bescheiden*] bescheyden, K.
[8] *luden*] welke luden, K.
[9] *vorschepen*] to vorschepen, K.
[10] *eme*] em, K.
[11] *man*] men, K.
[12] *ene*] eynen, K.
[13] *endoruen*] en dorven, K.
[14] *ame sin*] em syn, K.
[15] *auer*] ouer, K.
[16] *se*] dat, K.
[17] *gud*] dat gud, K.
[18] *lude*] koplude, K.

ART. 12. Likewise, when a man hires a ship for a fixed term, he cannot hypothecate it nor sell it to any one to navigate it or to do any thing else with it, excepting that he may sublet it, if he will, for the fixed term.[1]

ART. 13. Likewise, should a man let out his ship to persons in order that they should freight his ship, and should he sail according to the will of those persons, if the ship should be wrecked in the course of the voyage, the freighters shall pay him for half the loss.[2]

ART. 14. Likewise, should a man lose a mast or a sail by ill luck in sailing, the laders of the ship are not obliged to pay for it; but if he has cut it down and cast it overboard from necessity, the merchants and the master shall contribute in proportion to the value of the ship and the goods.[3]

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ceps of 1505. It ends more abruptly than the corresponding articles which are preserved in the Lubeck Cod. ii., Art. 114, and Cod. iii., Art. 280, which conclude with the words, "to wesende mit dat gud." Its provisions are identical with those of article 88 of Westphal's Code of 1240.

[1] *the fixed term*] This article accords with the Lubeck Cod. ii., part of article 115, and Cod. iii., Art. 281, and with article 97 of Westphal's Codex of 1240.

[2] *the loss*] M. Pardessus suggests that "schaden," which is the reading of the Editio Princeps of 1505, is a miswriting for "vracht" (freight), which is the reading of the Lubeck Cod. ii., part of Art. 115, and Cod. iii., Art. 282, with which this article otherwise corresponds. Vracht is also the reading of Art. cxxxv. of the Lubeck Codex of 1294, compiled by Albrecht von Bardewick, but all the German and Danish versions of the Gotland Sea Laws agree in reading "schaden," which is intelligible in the sense, that the hirers of the vessel, who control the master's discretion in navigating the ship, thereby become responsible for half his loss, if any occurs. This article is an abridgment of the contents of articles 106, 132, and 226 of Westphal's Codex of 1240.

[3] *goods*] This article agrees with the Lubeck Cod. ii., Art. 119, and Cod. iii., Art. 286, and with Art. 152 of Westphal's Codex of 1240.

## Water Recht.[1]

Art. 15. § i. Item, efte men medet eynen man en mester[2] van enem schepe, dat schip hort[3] to twen efte dren, dat schip vart[4] vte eynem[5] lande van dan vnde komet to der Slues,[6] to Bordewes, to Rotzeel,[7] efte anders wor,[8] unde is ge vrachtet to segelende in ander lande,[9] de meister mach dat schip nicht vor kopen, he en[10] hebbe orlof van den gennen, deme dat schip to hort.[11] Men heft he broke van vittalie,[12] he mach wol[13] van deme towe[14] to pande setten efte legge[15] by rade van den schipmans.[16]

Art. 16. § ii. Item, eyn schip licht in eyner havene, unde is vor beydende tid vnde wint, vnde alse id denne varen schal,[17] de meyster is schuldich to nemende rath mit synen schipluden unde en to to seggende; Gy heren,[18] wy hebben wint[19] to segelende. Were dar[20] jennich van den schipmannen dede sede[21] de wint were nicht gut, vnde de anderen[22] seggen dat de wint unde dat wedder gud is,[23] de meister is schuldich[24] over eyn to dregende mit der mesten[25] partie.[26] Vnde dede he

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[1] *Water Recht*] omitted, K.
[2] *en mester*] eyn meister, K.
[3] *hort*] dat hort, K.
[4] *vart*] dat vart, K.
[5] *vte eynem*] uth deme, K.
[6] *Slues*] Sluss, K.
[7] *to Rotzeel*] to Rotzeele, to Lisseboen, K.
[8] *wor*] war, K.
[9] *lande*] landen, K.
[10] *en*] omitted, K.
[11] *to hort*] to hort, efte de dar eyn part in deme schepe to hort, K.
[12] *vittalie*] vittalie efte kost, K.
[13] *he mach wol*] so mach he vol, K.
[14] *deme towe*] den touwe, K.
[15] *legge*] leggen, K.
[16] *schipmans*] schipmannen, K.
[17] *schal*] schal efte segelen, so is, K.
[18] *heren*] heren, my duncket dat, K.
[19] *wint*] guden wint, K.
[20] *dar*] dat, K.
[21] *sede*] seden, K.
[22] *anderen*] andere van den schypmannen, K.
[23] *gud is*] is gud, K.
[24] *schuldich*] schuldich unde plichtich, K.
[25] *mesten*] meysten, K.
[26] *partie*] partye van den schipluden, K.

## SEA LAWS.

ART. 15. § i.[1] Likewise, a man is made master of a ship, which belongs to two or three persons, the ship sails forth from the land whence she comes to Sluys, to Bordeaux, to Rochelle,[2] or elsewhere, and is freighted to sail to other countries, the master may not sell the ship, if he have not leave from those to whom the ship belongs. But should he have need of victuals, he may place to pawn some of the tackle or sails after advising with his crew.

ART. 16. § ii. Likewise,[3] a ship lies in a haven and is abiding her time and wind,[4] and when she is about to start, the master is obliged to take counsel with his crew and to say to them, "Masters, we have a good wind for "sailing." Should any of the crew say the wind is not good, and the others say that the wind and weather are good, the master is bound to agree with the major part.[5]

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[1] *Sea laws* § 1.] This article, and the following articles of the manuscript, are written in a different hand from the preceding articles, and they are numbered in Roman characters, beginning with § i., as far as Art. 40, which is numbered § xxvi. The Roman numerals are resumed with Article 42. On the other hand, the series of Arabic numerals, which commence with the first article of the entire collection, is continued to the 66th article. The present article is accordingly numbered twice, being the fifteenth in the general series, and the first of a new series, to which is prefixed the simple title "Water Recht." It corresponds with article i. of the Judgments of the Sea.

[2] *to Rochelle*] The Editio Princeps of 1505 has inserted after the words "to Rochelle" the words "to Lisseboen," which do not occur in any Anglo-Norman version of the Judgments of the Sea, nor in the early Flemish version of the Rolls of Oleron, which is preserved in the archives of the city of Bruges, and to which reference has been made in the Introduction to vol. iii., p. lxxxii. But the words "te "Lissebon" occur in Verwer's version of the Judgments of Damme, into which the words "ter Sluise," have also been introduced, Sluys being the port of Damme.

[3] *Likewise*] This article is identical with the second article of the Judgments of the Sea.

[4] *her time and wind*] No Anglo-Norman MS. of the Judgments of the Sea has these precise words, nor are they found in any Breton MS., but they occur in the Flemish text of the Bruges MS.

[5] *the major part*] The term "partie" which is used here points to a direct Anglo-Norman origin, van den ghezellen being the reading of the Bruges MS.

anders, he were schuldich schip vnde gud to geldende, bleue id vor loren, vnde heft he also vele, wor mede, etcetera.[1]

**Art.** 17. § iii. Item, to brickt eyn schip in jennigem[2] lande, to welker stede id sy, de schiplude sin plichtich dat gud to be hodende, also se best mogen vnde meist.[3] Is dat se em helpen bergen,[4] de meister[5] is en plichtich ere lon; unde en heft he neyn gelt[6] van dem gude, dat se em hulpen bergen,[7] so moth[8] he se wedder bringen to erem[9] lande. Unde en helpen se eme nicht,[10] so en is he en nicht schuldich, vnde se scholen ere lon vor lesen, also eyn[11] schip is vor loren. Vnde de mester[12] en mach dat tow nicht vor kopen, he en hebbe orlof van dem gennen, dem[13] id to hort, vnde he schal dar by don also truweliken, also he mach; vnde dede he anders, he were id[14] schuldich to beterende.

**Art.** 18. § iv. Item, eyn schip varet van der Slus efte van anderen steden, id ge velt,[15] dat id brecket,[16]

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[1] *etcetera*] he dat betalen mach, K.
[2] *jennigem*] yenninghen, K.
[3] *meist*] meyst, K.
[4] *bergen*] berghen, K.
[5] *meister*] meyster, K.
[6] *gelt*] ghelt, K.
[7] *bergen*] berghen, K.
[8] *moth*] mach, K.
[9] *erem*] eren, K.
[10] *nicht*] nicht berghen, K.
[11] *eyn*] id, K.
[12] *mester*] meyster, K.
[13] *dem*] de, K.
[14] *id*] dat, K.
[15] *ge velt*] ghevelt, K.
[16] *id brecket*] ith breket, K.

And should he do otherwise, he is liable to pay for the ship and goods, should they be lost, and should he have enough to enable him,[1] et cetera.

ART. 17. § iii. Likewise, should a ship[2] be wrecked in any land, in whatever place it may be, the crew are bound to salve as much of the goods as they best and most can. Should it be that they help to salve them, the master is liable for their wages, and should he have no money from the goods which they have helped to salve, he must bring them back to their country.[3] And should they not help, thereupon he is not bound to them in any way, and they shall lose their wages just as if the ship were lost. And the master may not sell the ship's tackle, unless he has leave from those to whom it belongs,[4] and he shall act as truthfully throughout as he can, and should he act otherwise, he is liable to make compensation.

ART. 18. § iv. Likewise, a ship sails[5] from Sluys[6] or an other place, it happens that it is wrecked, one is

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[1] *should he have enough to enable him*] These words are not found in the Bruges MS., which concludes with "heist dat su vorloren sün," should they be lost.

[2] *should a ship*] This article is identical with Article iii. of the Judgments of the Sea.

[3] *to their country*] The sentence commencing with the words "should "it be that they help," and ending with "their country," differs from all the Anglo-Norman and Breton texts of the Judgments of the Sea, but it accords in substance with the text of the Bruges MS.

[4] *to whom it belongs*] These words are not in the Bruges MS., nor in the Anglo-Norman or Breton texts. On the other hand, the Bruges MS. has the additional words, "maer hi esse "sculdich te leeghene jn behoudene "hand tode wille vanden heeren" "he is bound to keep them in cus- "tody, until he hears the pleasure of "the owners." The compilers of this article would thus seem to have had before them a different version of the Judgments of the Sea from any known version which has come down to the present time, on the assumption that they followed accurately the text of one or more particular versions, instead of translating freely.

[5] *a ship sails*] This article is identical with Art. iv. of the Judgments of the Sea.

[6] *from Sluys*] This is clearly not derived from an Anglo-Norman or Breton text, but from a Flemish version of the Rolls of Oleron, the reading of all the former texts being "from Bordeaux."

men is schuldich to be warende, also men meist[1] mach van deme wine efte van dem anderen gude. De koplude vnde de meister werden in groter[2] twyste,[3] de koplude tegen[4] den meister, umme ere gud to hebbende; se sin[5] plichtich ere gud to hebbende, gelden se de vracht, also verne dat em noget dem schipmeister.[6] Mer wil de meister,[7] men mach doen ghe reiden[8] dat schip, js dat men[9] beteren mach in korten tiden,[10] vnde en is des nicht, he mach eyn andere[11] schip huren vnde de vart vullendon, vnde he schal hebben alle syne vracht van alle dem gude, dat dar be holden wart[12] by eniger[13] maneren.

Art. 19. § v. Item, eyn schip vart van yeniger[14] hauen, ge loden efte ydel, vnde is komende in ene ander havene, de schiplude sint[15] nicht plichtich vte deme schepe to gande sunder des meisten orlof. Wente weret dat dat schip ergerde[16] efte vorloren worde bi jenigerleie[17] euenture, se werent schuldich to beterende. Mer[18] licht dat schip ge meret mit veer towen,[19] se mogen[20] wol ute dem schipe gan, vnde wedder komen tor tijd.[21]

Art. 20. § vi. Item, ge velt,[22] dat schiplude[23] sik vor huren erem meister[24] to der tid, vnde jenich[25] van den gan ute dem schepe sunder orlof, unde drinken sik drunken,[26] vnde maken kiff[27] efte twist, jd ge velt,[28] dat

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[1] *meist*] meyst, K.
[2] *groter*] groten, K.
[3] *twyste*] twist, K.
[4] *tegen*] teghen, K.
[5] *sin*] syn, K.
[6] *dem schipmeister*] deme schipper, K.
[7] *Mer wil de meister*] Men wil de scipper.
[8] *doen ghe reiden*] doen ghereyden, K.
[9] *men*] ment, K.
[10] *tiden*] tyden, K.
[11] *andere*] ander, K.
[12] *wart*] wert, K.
[13] *eniger*] enigher, K.
[14] *yeniger*] ienigher, K.
[15] *sint*] syn, K.
[16] *ergerde*] vorergerde, K.
[17] *jenigerleie*] yenigher leye, K.
[18] *Mer*] men, K.
[19] *veer towen*] vier touwen, K.
[20] *se mogen*] so mogen se, K.
[21] *tor tijd*] tho der tyd, K.
[22] *ge velt*] ghevalt, K.
[23] *schiplude*] schipluden, K.
[24] *erem meister*] eren meyster, K.
[25] *jenich*] yenich, K.
[26] *drunken*] druncken, dol unde vol, K.
[27] *kiff*] kyf, K.
[28] *jd ge velt*] yd ghevalt, K.

bound to save the most of the wines and of the other goods that one can. The merchants and the master are in great wrangle, the merchants demand of the master to have their goods, they are entitled to have their goods, should they pay the freight, as much as is enough[1] for the master. But should the master choose, he may have the ship repaired, if it can be repaired in a short time, and if not, he may hire another ship and complete the voyage, and he shall have all his freight for all the goods, which have been saved in any manner.

ART. 19. § v. Likewise, a ship[2] sails from any haven, laden or empty, and comes to another haven, the crew are not entitled to go out of the ship without the master's leave. Should it however be that the ship is damaged or lost from an accident of any kind, they are bound to make it good, but should the ship lie moored with four hawsers,[3] they may well go out of the ship, and come back again in time.[4]

ART. 20. § vi. Likewise, it happens[5] that mariners hire themselves to their master for a term, and some of them go out of the ship without leave, and drink themselves drunk,[6] and make strife[7] and wrangle, it happens,

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[1] *as much as is enough*] The Anglo-Norman MSS. have "de taunt "come la nef ad fet de voyage," which is also the reading of the Bruges MS., "for so much of the voy- "age as the ship has accomplished."

[2] This article is identical with Art. v. of the Judgments of the Sea.

[3] *four hawsers*] This reading is adopted in the Bruges MS. It is also the reading of the Black Book of the Admiralty. The Breton MSS. have "de deux amarres ou de "trois."

[4] *in time*] This is likewise the reading of the most ancient Anglo-Norman MSS., and of the Black Book of the Admiralty. The Breton MSS. add "car, s'ilz estoient en "demeure, ils le deibvent amender, "s'ils ont de quoi."

[5] *it happens*] This article is identical with Art. vi. of the Judgments of the Sea.

[6] *drunk*] The Editio Princeps of 1505 has the additional words "dol "und vol," "dull and full," which do not occur in any known Flemish version of the Judgments of the Sea, nor in Verwer's version of the Judgments of Damme. The Greifswald MS. of 1541 has another reading, "drincket sich druncken und "vul."

[7] *strife*] The Bruges MS. has the

ine jemich[1] wert ge wunden, de meister en is nicht[2] plichtich se dnen ge nenen[3] vppe des schepes kost.[4] Mer he mach se vte deme schepe don, vnde huren andere in ere stede, vnde kunnen se mere, se scholent he [illegible][5] vnde deme meister wedder geven, vnd[6] se entfangen[7] hebben. Mer sendet se de meister in leng-er, ümme van deme schepe, dar se krigen siege[8] efte wunden, de meister en is nicht plichtich[9] en to helende vppe des schepes kost.

Art. 17. § vi. Item, if ge vallet dat jenich schip-man in suckdom[9] kumpt, over twee efte dren bliven de[1] in dem, ümme van deme schepe, vnde se en mogen van suckdom[2] in dat schip nicht bliven, de meister is en plichtich vte deme schepe to brengende, vnde in ene herberge[3] to leggende, vnde eme to leverende

[1] jemich] yement, K.

[2] is nicht] is en nicht, K.

[3] ge nenen] ghenesen offte de [illegible] [illegible] der meister, K.

[4] kost] kost, offte [illegible] [illegible] [illegible] [illegible] kost, K.

[5] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible], K.

[6] vnd] vnde, K.

[7] entfangen] entfanghen, K.

[8] krigen siege] kreghen [illegible], K.

[9] de meister en is nicht plichtich] so is de meister nicht plichtich, K. [illegible] [illegible] 'vnde' [illegible] [illegible] [illegible] authority of MSS. B. C. and D.

[9] suckdom] kranckheit, K.

[1] [illegible] [illegible] [illegible] [illegible], K.

[2] suckdom] kranckheit, K.

[3] herberge] herberghe, K.

that some one of them is wounded, the master is not bound to have him cured[1] at the cost of the ship.[2] But he may make them go out of the ship, and hire others in their place, and should they cost more, they shall pay, and shall give back to the master what they have received. Moreover, if the master sends them on any service of the ship, should they receive any blows or wounds, the master is bound to have them healed at the ship's cost.

ART. 21. § vii. Likewise, it happens[3] that a mariner falls into sickness,[4] or two or three, continuing in the service of the ship, and they cannot from sickness[4] remain in the ship, the master is bound to carry them out of the ship, and to lodge them in an inn, and to furnish them lights to see with,[5] and one of their shipmates to wait on

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word "content," which is evidently a Flemish paraphrase of the Anglo-Norman "contek." Verver's version of the Judgments of Damme omits all allusion to strife and wrangle, but Boxhorn's Laws of Westcapell have the words "strijdt "ende twist."

[1] *cured*] The Editio Princeps of 1505 has the additional words, "effte de wunden heel to maken," "or to have the wounds healed," which are not in any Flemish version.

[2] *of the ship*] The Editio Princeps of 1505 has the additional words, "efte ok nicht up des kopman's "kost," that is, "and also not at the "merchant's cost," which are not in the Flemish or Dutch versions.

[3] *it happens*] This article is identical with Art. vii. of the Judgments of the Sea.

[4] *sickness*] "Kranckheit" is the reading of the Editio Princeps, which accords with Verwer's reading of "Krankheid," whilst Boxhorn's edition of the Laws of Westcapell has "sieckthreden," and the Bruges MS. has "siechede." On the other hand the Editio Princeps of 1505 has the additional words, "eren "twen efte dren," which are not in Boxhorn's version, but are part of Verwer's text, and also occur in the Bruges MS.

[5] *to furnish them lights to see with*] The reading adopted in the MS. is akin to that of Boxhorn's Laws of Westcapell, "to leveren keerslicht "by te siene," which follows closely the text of the Bruges MS., "te "livererne kerslicht bi te siene." The reading of the Editio Princeps is "tho schaffende lichten efte "kerseen bi to syende," which accords more with the text of the Anglo-Norman MSS. "li bailer "crescet ou chaundeile."

kerssen[1] bi to seynde, vnde enen van den schipluden by se to wesende vmme to vor warende, efte enen anderen mynschen to hurende, dar to de se vor ware,[2] vnde en vor to seende[3] mit sodaner spise, also men in dat scip be houet, vnde also men ene gaf, do se ge sünd[4] weren, vnde anders nicht, he en willet don, unde willen se kostliker[5] spise hebben, de meister en is en[6] nicht plichtich to[7] geuende, se en waren[8] uppe des meisters kost.[9] Vnde dat schip is nicht plichtich na en to beidende,[10] men to segelende, wen id rede is. Vnde isset dat se ge nesen,[11] se scholen[12] hebben alle ere hüre; vnde steruen se, ere wiff efte erven[13] scholent hebben.

Art. 22. § viii. Item, eyn schip varer[14] van der Slus efte van anderen steden, jd ge valt[15] dat eyn storm to komet van[16] der see unde en mach nicht wesen sunder schaden van gude to werpende: de meister is plichtich den kopluden to toghende de nod;[17] de koplude seggen eren willen[18] denne mach me[19] wol werpen, by euentüren, twischen[20] den kopluden vnde dem meister;[21] vnde isset dat de koplude[22] nicht willen dogen,[23] dat men werpet,[24] de meister schal dar vmme, dat werpent[25] nicht laten, uppe dat eme[26] gud drünket; erer twen

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[1] *to leverende kerssen*] tho schaffende lichten efte kerssen, K.
[2] *dar to de se vor ware*] de em vorwaret, K.
[3] *seende*] seynde, K.
[4] *ge sünd*] ghesunt, K.
[5] *kostliker*] kosteliker, K.
[6] *de meister en is en*] so en is de meister, K.
[7] *to*] em to, K.
[8] *waren*] weren, K.
[9] *uppe des meisters cost*] uppe ere cost is suggested by Slyter.
[10] *beidende*] beydende, K.
[11] *ge nesen*] gheneseen, K.
[12] *se scholen*] so schole se, K.
[13] *erven*] ere erven, K.
[14] *varer*] Slyter substitutes varet on the authority of MSS. B. C. and D.
[15] *jd ge valt*] id gewalt, K.
[16] *van*] wth, K.
[17] *to togende de nod*] tho thoghende de Nood, K.
[18] *willen*] willen to deme scipper, K.
[19] *me*] men, K.
[20] *twischen*] twysschen, K.
[21] *meister*] schipper, K.
[22] *koplude*] kopluden, K.
[23] *dogen*] hebben, K.
[24] *werpet*] werpen scal, K.
[25] *werpent*] werpen, K.
[26] *eme*] em, K.

them and to take care of them, or to hire another person[1] to take care of them, and to supply them with such food as they have on board the ship, and as he supplies to those who are well, and no other, unless he is willing to do so; and should they wish for more costly food, the master is not bound to give it, if it be not at the master's cost.[2] And the ship is not bound to wait, but is entitled to sail when she is ready. And should it be that they get well, they shall have all their wages; and should they die, their wives or heirs shall have them.

ART. 22. § viii. Likewise a ship sails[3] from Sluys or from another place, it happens that a storm overtakes her at sea, and she cannot escape without the loss of goods cast overboard; the master is bound to tell the merchants of the necessity. Should the merchants declare their willingness, they may then properly cast overboard according to circumstances as arranged between the merchants and the master; and should it be that the merchants are not willing to agree that they should cast overboard, the master shall not therefore abstain from casting overboard what seems good to him, two or three

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[1] *person*] The word mynschen or mensche may either mean a wench or a lad. The Anglo-Norman MSS. have, for the most part, the word "femme," but they also omit the word "other," which is prefixed to the word mynschen in the text, and which suggests that a person of the male sex is meant. Verwer has the word "persoon," which avoids the difficulty.

[2] *if it be not at the master's cost*] Professor Slyter is of opinion that the text of the MS. is faulty here, and M. Pardessus is of the same opinion as regards the Editio Princeps of 1505, which agrees with the MS. The text of the Judgments of the Sea is "s'il ne soit a ses despenses," which the scribe of the Bruges MS. has rendered "es hi met tsinen costen," and the possessive pronoun has been erroneously referred to the master instead of the mariner.

[3] *a ship sails*] This article is identical with Art. viii. of the Judgments of the Sea.

efte dren to swerende van sinen ge sellen, also[1] se sint to lande komen, dat se id deden umme[2] to be holdende ere lif, gud, vnde schip,[3] vnde togen denne dat dar worpen[4] wart, vnde it[5] schal werden gepriset van punden to punden vnde ge delet vnder den kopluden, vppe dat dat be holden wart, vnde de meister is dar[6] schuldich af to geldende, also van synem[7] schepe efte van siner[8] vracht, in ener vorsettinge van sineme[9] schaden. Vnde en jslich[10] schipman schal hebben eyn vad[11] vrig[12] vnde hebben se mer gudes, dat mot men[13] delen an den schaden, na dat dar ellick[14] jnne heft, jd en si dat se sick nicht erliken[15] vor werden in der nod[16] also gude knapen,[17] en scholen se nene vryg-heit[18] hebben,[19] vnde men schal des deme meister louen by sinem ede.[20]

Art. 23. § ix. Item, id ge vallet, dat de meister van dem schepe howet de mast by grotem vnwedder,[21] he is plichtich to ropende sine koplude,[22] vnde en to togende de not, unde dat is umme[23] to be holdende lif unde gud vnde süntheit. Ghe vallet,[24] dat se er cabelen

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[1] *also*] wan, K.
[2] *umme*] omitted, K.
[3] *lif, gud, vnde schip*] liff, schip, unde gud, K.
[4] *worpen*] gheworpen, K.
[5] *it*] dat, K.
[6] *dar*] dar ock, K.
[7] *synem*] syneme, K.
[8] *siner*] syner, K.
[9] *sineme*] syneme, K.
[10] *en jslich*] eyn islik, K.
[11] *vad*] vat, K.
[12] *vrig*] vryg, K.
[13] *men*] man, K.
[14] *ellick*] islik, K.
[15] *erliken*] erlicken, K.
[16] *nod*] noot efthe in den storm, K.
[17] *knapen*] knapen unn ghesellen, so, K.
[18] *vrygheit*] vrighet, K.
[19] *hebben*] hebben in scepe, K.
[20] *louen by sinem ede*] tho louen by synen eyde, K.
[21] *vnwedder*] unweder unn storm, K.
[22] *koplude*] kopluden, K.
[23] *umme*] omitted, K.
[24] *Ge vallet*] ghevallet ok, K.

of his comrades swearing[1] when they have come to land, that they did it to save their lives, goods, and ship, and declaring what (cargo) has been cast overboard; and it shall be appraised pound by pound, and distributed amongst the merchants in proportion to that which has been saved, and the master is bound to contribute either for his ship or for his freight[2] in any compensation for his losses. And each individual mariner shall have a cask free, and if he has more goods he must contribute to the loss according to what each has on board; and should it be that they have not behaved themselves in the danger as good mariners, they shall have no free carriage[3] in the ship, and the master shall be believed in this matter on his oath.

ART. 23. § ix. Likewise, it happens[4] that the master of a ship hews down his mast in very bad weather, he is bound to summon his merchants and to tell them the necessity, and that it is in order to preserve life and goods and safety.[5] It happens[6] that he cuts his cables

[1] *two or three of his comrades swearing*] The Bruges MS. represents the same idea differently expressed, viz., zeverender hem darder met zeinen ghesellen, himself swearing the third with his comrades. Verwer's edition of the Judgments of Damme has a like reading, "selft't derde van syne gesellen "severen."

[2] *or for his freight*] This is likewise the reading of the Editio Princeps. The Bruges MS. has similar words, "van zinen scepe "jof van zine vrecht." Verwer's edition of the Judgments of Damme has van synen schepe ofte van syne vraght, but the alternative of contributing pro ratâ for the ship, or pro ratâ for the freight, is placed at the choice of the master in all the Anglo-Norman versions of the Judgments of the Sea, and also in the 41st article of the present collection of Sea Laws, which article is of Dutch origin.

[3] *free carriage*] "Vrygheit" is literally franchise, the nature of which may be divined from the provision, which precedes, that each mariner may carry a cask free of freight.

[4] *it happens*] This article is in substance identical with Art. ix. of the Judgments of the Sea.

[5] *safety*] The term "suntheit" is here used elliptically for the safety of the ship. The Bruges MS. has "liif, scip, ende goed."

[6] *It happens*] The Bruges MS. has the reading "and sometimes it hap- "pens," "ende bi wilen ghevallet," which follows closely the reading of MS. Horn.

keruen[1] vnde laten ere ancker varen, vmme to be holdende schip vnde gud, men is[2] albeyde mast vnde ancker to prisende van pünde to punde,[3] also se werpen; vnde so scholen de koplude dar af[4] gelden, ere se er gud vte dem schepe döt.[5] Vnde weret dat dat schip droge sete, vnde de meister beidede vmme ghe schel van synen luden, unde jnt schip jenich gud leckende worde vnde[6] vte[7] deme vate lepe, de meister schal dar sunder schaden van bliven, vnde schal dar van hebben sine vracht, ge lich[8] also van deme anderen gude.

Art. 24. § x. Item, id gevallet[9] dat eyn meister kumpt by de stede dar he entladen schal, he is plictich den kopluden to togende de corden vnde dat ge tow,[10] dar he mede winden schal; is dar wad[11] valsches mede, he mot id beteren. Wente worden dar vate[12] edder pipen to broken by der ge breke der towe,[13] de meister vnde de schipluden sint plichtich to beterende den schaden, vnde de meister mot andelen auermitet dat[14] he nympt windegelt; unde dat windegelt is schuldich sin ge delet[15] in veer settinge der schaden erst

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[1] *keruen* ] karven van nots weghen, K.
[2] *men is*] so is men, K.
[3] *to punde*] tho punden, K.
[4] *af*] aff, K.
[5] *döt*] doet, K.
[6] *vnde*] omitted, K.
[7] *vte*] under, K.
[8] *ge lich*] ghelick, K.
[9] *gevallet*] gevalt so, K.
[10] *ge tow*] gethow, K.
[11] *wad*] wat, K.
[12] *vate*] vaten, K.
[13] *to broken by der ge breke der towe*] to braken bi den ghebreken de touwen, K.
[14] *andelen auermitet dat he nympt*] an delen, wente he nympt, K.
[15] *sin ge delet*] syn ghedelet, K.

and lets his anchors go in order to preserve ship and goods, he is to appraise[1] both mast and anchor pound for pound, as in jetison, and the merchants shall pay for them before the master puts their goods out of the ship. And should it be that the ship settles dry and the master abides on account of the dispute of his people, and any goods in the ship become leaky and the casks leak out, the master shall remain clear of all damage, and shall have his freight therefrom the same as from the other goods.[2]

ART. 24. § x. Likewise[3] it happens that a master comes to the place where he ought to unload, he is bound to show to the merchants his ropes and hawsers wherewith he will hoist[4] their goods; should there be anything which is defective, he must amend it. Should the casks or pipes come to be broken through the breaking of the hawsers, the master and the ship's crew are bound to make good the damage, and the master must share, because he receives hoisting money, and the hoisting money is liable to contribute first of all to compensate the damage, and the third

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[1] *to appraise*] M. Pardessus suggests that the word "schuldich," which occurs in the Bruges MS., ought to be inserted before "to "prisende," but it does not occur in the Editio Princeps of 1505, nor in either of the Lubeck MSS. of 1533 and 1537.

[2] *from the other goods*] The sentence beginning "and should it be," and ending with the words "other "goods," accords with the reading of the Guildhall MSS., which are the most ancient known MSS. of the Judgments of the Sea, see vol. iii., p. 15. It is also in harmony with the reading of the Bruges MS., and with the text of the Judgments of Damme, and with the reading of the Black Book of the Admiralty. Cleirac was probably misled by later Breton MSS. to adopt a barbarous corruption of the text, which is alluded to in vol. ii. p. 443.

[3] *Likewise*] This article is identical in substance with art. x. of the Judgments of the Sea.

[4] *hoist*] The word "winden" is here applied to the hoisting of goods out of the hold of the ship by a pulley, with the object of landing them, hence windlass, which is probably from the Dutch windas. *Guider* is the term used in the Horn MS., which in the Black Book is written "gwynder."

in,[1] vnde dat drudden del[2] mot sin ge delet[3] under en allen. Vnde breken de corden,[4] er dat se den copluden[5] togen,[6] so sin se alle den schalden[7] den copluden to geldend. Men seggen de coplude, dat dat ge towe is gud vnde stark, vnde brickt denne, elick is schuldich to delende manck[8] sik den schaden, unde eslik copman schal gelden sin del euen gelike.[9]

Art. 25. § xi. Item, eyn ship is tor[10] Slues efte in anderen steden, vmme win to ladende, vnde varet van dannen ge laden, vnde de meister eft[11] sine schiplude ene vor sekeren nicht ere fustalle[12] noch ere slote, also se plichtich sin[13] to donde, vnde id gevallet, dat storm eft[14] quad[15] wedder up komet, so dat de fustalle[16] to breket, vnde dat vad[17] eft[18] pipen de boddem ut vleget; dat schip kumpt be holden over de koplude seggen, dat by der fustalle[19] er win sy vor loren,[20] de meister secht, dat des nicht en is; unde is id zake dat de meister sulf drudde edder sulf verde van synen schipluden, de de coplude dar vt kesen, willen sweren, dat de win nicht vor loren[21] sy by dem ge broke van den fustallen[22] noch van den sloten, de meister schal dar quid[23] af wesen.

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[1] *erst in*] ersten, K.
[2] *drudden del*] remandel, K.
[3] *sin ge delet*] syn ghedelet, K.
[4] *corden*] touwen, K.
[5] *copluden*] kopman, K.
[6] *togen*] togheren, K.
[7] *den schalden*] omitted, K.
[8] *elick is schuldich to delende manck*] so is elick schuldich to leverende mank, K.
[9] *euen gelike*] enenghilike, K.
[10] *tor*] to der, K.
[11] *eft*] efthe, K.
[12] *fustalle*] futstalle, K.
[13] *sin*] synt, K.
[14] *eft*] efte, K.
[15] *quad*] quat, K.
[16] *fustalle*] futstalle, K.
[17] *dat vad*] de vaten, K.
[18] *eft*] efte, K.
[19] *der fustalle*] den futstalle.
[20] *vor loren*] vorlaren, K.
[21] *vor loren*] vorlaren, K.
[22] *fustallen*] futstallen, K.
[23] *quid*] quit, K.

part[1] must be divided amongst them all. And should the ropes break before he has shown them to the merchants, they are to pay all the loss[2] to the merchants. But should the merchants say that the hawsers are good and strong, and thereupon they break, each is liable to support his own damage, each merchant paying his share equally alike.[3]

ART. 25. § xi. Likewise, a ship[4] is at Sluys or in another place, in order to load wines, and she sails thence laden, and the master or some of his shipmates do not secure their bulkheads and their hatches,[5] as they are bound to do, and it happens that a storm or bad weather comes on, so that the bulkheads break away, and the bottoms of the casks or pipes come out: the ship arrives safe, should the merchants say that the wines are lost by reason of the bulkheads, and the master says it is not so, and it is the case that the master with two or with three of his shipmates, whom the merchants select, will swear that the wine was not lost from the breaking of the bulkheads or of the hatches, the master shall thereupon get off free.[6] And should it

[1] *the third part*] This expression, which is the literal translation of "dat drudden del," seems to have been a mistranslation of the word "remanent," the residue. The Editio Princeps of 1505 has "unde "dat remandel," which is the Low German equivalent of the Flemish "ende tremanant," which is the reading of the Bruges MS.

[2] *all the loss*] The Editio Princeps omits the word "schaden," "loss," which occurs in the Bruges MS. and in the Judgments of Damme.

[3] *equally alike*] The Editio Princeps has enen ghelike, which M. Pardessus has corrected. The Bruges MS. has "ghemeenlike."

[4] *a ship*] This article agrees in substance with article xi. of the Judgments of Damme.

[5] *their bulkheads and their hatches*] The reading of the Anglo-Norman MS. of the Judgments of the Sea is "lor boucle," as in Horn MS., or "leur boucle," as in the Black Book, which may mean the "bulkheads" or timbers with which the hold of the ship was divided into compartments, whereby the cargo could be kept steady from rolling or shifting. The Bruges MS. has the words "die "sloten van der fustaille."

[6] *free*] Our English term "quit," is evidently derived from the Low German "quid."

Vnde is id, dat se id[1] nicht willen sweren, so sin se schuldich den copluden eren schaden[2] to beterende unde to vor settende, wente se sin schuldich de fustallen[3] to vor sekerende vnde to slutende ere slote wol vnde seker, er se scheden van dar se laden.

ART. 26. § xii. Item, huret eyn meister sine[4] schiplude, he is se plichtich to be holdende in vrede, vnde ere middeler to sinde[5] van allem,[6] dat se malk anderen misdon,[7] so lange alse[8] he ene brot vnde win[9] tor taffelen lecht. Vnde de den anderen lochent de vor boret iiii. penninge, vnde lochent jenich den meister efte de meister enen[10] schipman islick vor boret viii. penninge. Vnde isset zake dat de schipper jenigen schipman slaet[11] mit der hant efte mit der vust,[12] he is eme plichtich enen[13] slach to vor dragende; men sloge[14] he ene mer, so mot he sik[15] wol weren, vnde sloge[16] eyn schipman den meister,[17] de vor borede hundert schillinge,[18] eft sine vust.[19]

ART. 27. § xiii. Item, worde eyn schip vor vrachtet[20] to Bordeus[21] to varende efte anders wor, vnde id komet[22]

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[1] *id*] omitted, K.
[2] *eren schaden*] omitted, K.
[3] *fustallen*] futstalle, K.
[4] *sine*] siine, K.
[5] *to sinde*] to wesende, K.
[6] *allem*] allen, K.
[7] *misdon*] missdoen, K.
[8] *alse*] dat, K.
[9] *win*] wiin, K.
[10] *enen*] eynen, K.
[11] *slaet*] sleyt. K
[12] *vust*] fust, K.
[13] *enen*] eynen, K.
[14] *sloge*] sloghe, K.
[15] *sik*] sick, K.
[16] *sloge*] sloghe, K.
[17] *meister*] schipper, K.
[18] *schillinge*] skilling, K.
[19] *vust*] fust, K.
[20] *vor vrachtet*] vorfrachtet, K
[21] *Bordeus*] Kopmanhaven, K.
[22] *id komet*] ith kamet, K.

be that they will not so swear it, they are bound to make good and indemnify the merchants for their loss, since they are bound to secure their bulkheads,[1] and to close their hatches well and securely before they start from the place where they were laden.

ART. 26. § xii. Likewise, should a master[2] hire his mariners he is bound to keep them in peace, and to be their mediator[3] in all things in which they misconduct themselves towards one another, so long as he sets bread and wine on the table before them. And he who reviles another shall be fined four pennies, and any one reviling the master, or the master a mariner, is fined alike eight pennies. And should it be the case that the master strikes any mariner with the hand or with the fist, the latter is bound to support one blow, but should he strike him once more, he may properly defend himself. And should a mariner strike the master, he shall be fined a hundred shillings,[4] or lose his fist.

ART. 27. § xiii. Likewise, should a ship[5] be freighted to sail to Bordeaux, or to any other place, and it arrives

[1] *bulkheads*] The word "fustallen," which has been here translated "bulkheads," which perfectly accords with the context, has been otherwise translated in the Rutter of the See, see Vol. I. p. 103. Professor Slyter in his glossary renders it "fundamentum in navi contignatum, "cui imponuntur dolia. The Bruges MS. has the reading "hare loucken," which is probably a Flemish misrendering of "lour boucles," as in MS. Horn.

[2] *should a master*] This article is identical with Art. xii. of the Judgments of the Sea.

[3] *mediator*] The Bruges MS. has the word "juge," but "middelaer" is the reading of the Judgments of Damme.

[4] *a hundred shillings*] This reading agrees with MS. Horn, and with the Bruges MS., and there can be no doubt that the reading of the Black Book, Vol. I., p. 104, is erroneous.

[5] *should a ship*] This article is evidently identical with article xiii. of the Judgments of Damme, but it seems to have been derived from a text of those judgments less correct than Verver's text, which itself is less correct than the text of MS. Horn, or the text of the Bruges MS. The scribe was evidently not acquainted with the navigation of the coasts to which the article applies, except as regards Flanders after passing Calais.

dar id entladen[1] schal, unde maken to ere partie[2] to gader vnde den schaden sin vppe de coplude;[3] an der coste van Britanien de se nemen schal, unde[4] dat men lyt hiis de Bades, vnde[5] sin clene de schade; dat men lyt Caleis[6] van Normandien; van Engelant[7] vnde van Schotlant,[8] van[9] dat men let Jernemude; van Vlanderen dat men[10] past Calois.[11]

ART. 28. § xiii.* Id[12] ge valt, dat der twist ist twischen dem[13] meister vnde den copluden, de meister schal bovelen schoen laken van voer de schipman to doende[14]

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[1] *entladen*] untladen, K.
[2] *to ere partie*] zerte-partie, K.
[3] *coplude*] koplude, K.
[4] *unde* ] Slyter prefers "van," which is the reading of three MSS. of the 15th century. Pardessus also considers "unde" to be an error of the scribe, and substitutes "umme."
[5] *vnde*] omitted, K.
[6] *Caleis*] Cales, K.
[7] *Engelant*] Engeland, K.
[8] *Schotlant*] Schotland, K.
[9] *van*] umme, K.
[10] *men*] man.
[11] *Calois*] Calis.
[12] *Id*] Item id, K. There is an error of defect in the Roman numerals prefixed to this chapter and to the two following chapters, which are marked with an asterisk.
[13] *dem*] den, K.
[14] *doende*] donde, K.

where it should unload, and they make a charter-party [1] together and certain expenses are on the merchants, on the coast of Britanny those whom they shall take to pilot them past the island of Bas [2] are petty expenses; [3] on the coast of Normandy until they pass Calais; on the coast of England and Scotland until they pass Yarmouth; on the coast of Flanders until they pass Calais.

ART. 28. § xiii.* It happens [4] that there is a dispute between the master and the merchants,[5] the master shall take away the tablecloth [6] from before the mariner with

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[1] *a charter-party*] The origin of this phrase is derived from the practice of writing out contracts on a paper or charter (charta), and then cutting or otherwise dividing the paper into two parts, so that either party to the contract should hold a moiety, "una carta partida." An indenture, in a similar manner, was a parchment divided into two parts, with jagged or indented edges. The term "chartre partie," which is the reading of the oldest MSS., inasmuch as the instrument appears to have been in this case made upon the discharge of the cargo, must be taken to mean here something very different from a contract for freighting a vessel. It probably means an account of the expenses, which were to be shared between the master and the merchants. The rest of the article is in hopeless confusion, see Vol. III., p. 19.

[2] *the island of Bas*] Verver's edition of the Judgments of Damme is singularly correct in reading, l'isle de Bas, and it also has the reading "desgelijx an der coste van Nor-" mandien, dat men lidet Habel (Havre). Boxhorn, on the other hand, in his version of the Laws of Westcapell, reads "Lijs de Vades," which has a strong affinity to the reading of the Gotland text "hiis de "Bades. The Bruges MS. reads "die de bats," which accords with the reading of the ancient Anglo-Norman MSS., "les debatz."

[3] *petty expenses*] The coasting pilots are termed "petits lodmans" in the best texts of the Judgments of the Sea, see Vol. III., p. 18.

[4] *It happens*] This article is Art. xv. of the Judgments of the Sea.

[5] *the merchants*] The translation follows the text, but all commentators on the MSS. and on the printed texts of this article agree in holding that "copluden" is a misreading for "shipluden," and that it has been introduced into the Gotland Sea-Laws through a Flemish mistranslation of the word "mariners." The Bruges MS. has "sciplieden." Schipmannen also is the reading of Verver's Judgments of Damme, whilst Boxhorn, in his Laws of Westcapell, adopts the singular reading of "syne schip-" luyden ofte den koopluyden.'

[6] *tablecloth*] The word "towaille," or some modification of the word, is used in the Anglo-Norman MSS., of which schoen laken is intended as the equivalent. Tscolaken is the reading of the Bruges MS., Tafellaken tnat of the Judgments of Damme.

ieghen eme, dar he strit iegen hefft ge had, er he ene[1] het vte sinem schepe gan, vnde is dat zake,[2] dat de schipman de[3] twist vnde misdaet[4] but to vor beterende to der[5] schipman seggent van der taffelen, vnde de meister is also atier modich, dat he dar nicht na vragen wil, vnde het ene gan[6] vte deme schepe, de schipman mach deme schepe volgen,[7] dar it vntlaet,[8] vnde hebben also gude hure, eft[9] he int schip ge komen[10] were to beterende de misdat,[11] to seggende van den de der taffelen sin.[12] Vnde en wunne de mester[13] nicht also gud eyn schipman, also de were, unde he by ienigem[14] euenture jenich schip efte gud vor lore, so is de meister schuldich den schaden to be talende, hefft he also vele gudes mede to be talende.

Art. 29. § xiiii.* Id[15] ge valt, dat eyn schip licht in ener havene ge meret[16] licht, so dat id van dem slage[17] schaden nympt, vnde de vin, de an deme schepe licht, de bodeme vt vleghen, de schade is der beyden ge delet by prise, vnde de win efte dat gud dat is in beyden,[18] de schipper is schuldich myt synen schjpluden[19] to delende den schaden mank sik. De meister van dem schepe de dat andere[20] deel heft, is schuldich myt sinen schipluden to swerende, dat se dat nicht

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[1] *ene*] eme, K.
[2] *zake*] sake, K.
[3] *de*] den, K.
[4] *misdaet*] missedaet, K.
[5] *der*] des, K.
[6] *gan*] gaen, K.
[7] *volgen*] volghen, K.
[8] *vntlaet*] untladet, K.
[9] *eft*] efte, K.
[10] *ge komen*] ghekamen, K.
[11] *misdat*] misdaet, K.
[12] *sin*] syn, K.
[13] *mester*] meister, K.
[14] *ienigem*] jenighen, K.
[15] *Id*] Item id, K.
[16] *ge meret*] Slyter notes that the text of the MS. is here defective, and that there should be inserted after "ge meret" the words "unde eyn "ander schip kumpt mit dem "getyde unde slaet an dat schip "dat dar gemeret."
[17] *dem slage*] deme slaghe, K.
[18] *beyden*] beyden schepen, K.
[19] *schjpluden*] kopluden, K.
[20] *andere*] ander, K.

whom he has the dispute, to give him notice before he makes him go out of the ship; and should it be the case that the mariner offers to make amends for his dispute and misconduct to the satisfaction of the mariners at the table, and the master is so unreasonable that he will not admit it, and makes him go out of the ship, the mariner may follow the ship to where it unloads, and have as good wages as if he had come back on board the ship to make amends for his misconduct to the satisfaction of those who are of the table. And if the master does not hire as good a mariner as he was, and the ship or goods are by any accident lost, the master is thereupon liable to pay the damage, if he has goods enough to pay it.

ART. 29. § xiiii.* It happens [1] that a ship lies in a haven moored [2] [with hawsers, and another ship comes in with the tide and strikes against the ship which is there moored], so that it suffers damage from the blow, and the bottoms of the casks of the wines, which are in the ship, are started out, the damage is to be paid by them both according to the price of the wines and of the goods [3] in both ships, and the master is liable [4] with his crew to pay the damage amongst themselves. The master of the ship, which has struck the other, is bound with his crew

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[1] *It happens*] This article is in substance identical with Art. xiv. of the Judgments of the Sea.

[2] *moored*] Certain words are clearly wanting after the word "gemeret," which may be supplied by reference to the Editio Princeps of 1505. The translation of the missing words is enclosed within brackets. Their Flemish equivalents are to be found in the Bruges MS., and likewise in Verver's text of the Judgments of Damme.

[3] *the price of the wines and of the goods*] This provision agrees with that which is contained in the Horn MS., so that it would appear that the cargoes, as well as the ships themselves, were responsible in damages.

[4] *the master is liable*] This provision is not found in MS. Horn, nor in the Bruges MS. Professor Slyter suggests that for the words "de schip-" per is schuldich mit synen schip-" luden to delende," there should be read "schippen is schuldich to de-" lende," which would be conformable to the Bruges MS.

mit willen deden. Vnde dit es de redelike ordinancie,[1] wor[2] vmme dit ge maket is.[3]

Art. 30. § xv.* Id ge valt[4] dat wen eyn olt schip lecht[5] gerne in den wech[6] van den beteren[7] schepe, vmme van dem anderen[8] alle den schaden to hebbende, weret dat id van enem anderen schepe ge broken worde; men alse men wed,[9] dat de schade half vnde half worde,[10] so licht men gerne[11] buten wege.

Art. 31. § xvii. Item, eyn schip efte twe schepe[12] efte mer de liggen in ener hauen, dar luttick waters is, so dat ene[13] wert sittende by dem anderen,[14] de meister van dem schepe is plichtich to seggende to den anderen schipluden; "Gy heren, luchtet juwe[15] ancker, wente gy "sint vns to na ge lecht, wente wy mochten dar van in "schaden komen." Vnde se en willen ere ancker nicht luchten, de ander meister vnde sine schiplude gan to vnde[16] luchten ere ancker, vnde leggen[17] beth vorwardes van en, vnde isset dat se en vor beden[18] dat ancker nicht to luchtende, vnde se dar van in schaden komen, se sint[19] plichtich den schaden to be talende. Vnde licht jenich[20] ander[21] ancker sünder boye, dat scaden[22] dot,[23] wes dat id sy, he is schuldich to beterende.

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[1] *de redelike ordinancie*] This is probably a mistaken version of "de "redene," namely, "the reason," which is the reading of the Bruges MS.

[2] *wor*] war, K.

[3] *dit ge maket is*] dit geordineret unde ghemaket is, K.

[4] *Id ge valt*] Item id ghevalt, K.

[5] *lecht*] licht, K.

[6] *gerne in den wech*] in den wech gerne, K.

[7] *beteren*] besten, K.

[8] *dem anderen*] den anderen schepen, K.

[9] *wed*] weet, K.

[10] *worde*] worde ghepriset, K.

[11] *gerne*] gerne dat olde schip, K.

[12] *schepe*] schepen, K.

[13] *ene*] eyne schip, K.

[14] *dem anderen*] dat ander, K.

[15] *juwe*] iwe, K.

[16] *vnde*] un, K.

[17] *leggen*] legghen, K.

[18] *vor beden*] vorbetet, K.

[19] *se sint*] so sint se, K.

[20] *jenich*] yenich, K.

[21] *ander*] Slyter repudiates this word, which is written an der in K.

[22] *scaden*] schaden, K.

[23] *dot*] doet, K.

to swear that he did not do it wittingly, and this is the reasonable rule, which has been made for this case.

ART. 30. § xv.* It happens [1] that one places an old ship right in the way of a better ship, in order to have all the damage from the other, should it happen that it is broken to pieces by the other ship; but when one knows that the damage will be half and half, one places it well out of the way.

ART. 31. § xvii. One or two [2] or more ships lie in a haven, where there is little water, so that one grounds near another, the master of that ship is bound to say to the other mariners, "You masters, raise your anchor, as "you are lying too near us, and we may incur damage." And they are not willing to raise their anchor. The other master and his shipmates may go to and raise the anchor and lay it more forwards of them; and should it be that they forbid them to raise the anchor, and they incur damage, they are bound to pay for the damage. And should any one lay out an anchor without a buoy, and it does damage, whatever it may be, he is obliged to make

[1] *It happens*] This article is the concluding part of the preceding article, both in the Anglo-Norman MSS. and in the Bruges MS., in the latter of which the words "de re- "dene" (the reason) are used in the place of "de redelike ordinancie." This article, so modified, contains the explanation of the preceding provision as to the damage being shared, when a vessel entering a haven came into collision with a vessel at anchor.

[2] *One or two*] This article is identical with Art. xvii. of the Judgments of the Sea.

Vnde isset datme[1] in ener droge[2] hauen licht,[3] so is men schuldich botline[4] vnde ge towe, dat id nicht en feyle.

ART. 32. § xviii. Item, schiplude van der kost van Berthanien[5] de sin plichtich to hebbende ene maltid des dages,[6] umme dat mer thouoren unde to keren se win drinken; de Norman moten erer twe hebben,[7] vmme dat se anders nicht en drinken den borne[8] to erem drancke;[9] men alse[10] dat schip kumpt dar win wasset, de meister is en plichtich eren[11] drank win to gevende.[12]

ART. 33. § xix. Id ge valt,[13] dat eyn schip ge komen is to siner rechten entlastinge,[14] to Bordewes af[15] anders wor[16] de meister is schuldich to vragende sinen schipluden: "Gy heren, legget juwe voringe af ver achtet "dyse, vnde lat gy se in de vracht van dem schepe?" Se sin schuldich to seggende, wad[17] se don willen, vnde isset dat se kesen alsulke vracht to hebbende;[18] unde willen,

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[1] *datme*] dat men, K.
[2] *droge*] droghen, K.
[3] *licht*] lecht, K.
[4] *botline*] bolline, K.
[5] *Berthanien*] Bartanien, K.
[6] *dages*] dages unn win to drincken, K.
[7] *moten erer twe hebben*] twe maltid des daghes, K.
[8] *borne*] water, K.
[9] *erem drancke*] eren dranck, K.
[10] *alse*] als, K.
[11] *eren*] to eren, K.
[12] *gevende*] gheven, K.
[13] *Id ge valt*] Item id ghevalt, K.
[14] *entlastinge*] untlastinge, K.
[15] *af*] off, K.
[16] *wor*] war, K.
[17] *wad*] wat, K.
[18] *unde*] Slyter, on the authority of three other MSS. of the fifteenth century, introduces here before the word 'unde' the words "also dat "schip heft se scholen se hebben." Those words however do not find a place in the Editio Princeps of 1505, although they are wanted to complete the sense.

compensation. And should it be that one is in a haven that dries, one is obliged to lay out buoy lines[1] and hawsers, so as not to be in default.

ART. 32. § xviii. Likewise, mariners[2] from the coast of Britanny are entitled to have one meal[3] a day, inasmuch as they have wine to drink going and returning.[4] Normans must have two meals a day, inasmuch as they drink nothing but water[5] for their drink; but when the ship comes where wine grows,[6] the master is bound to give them wine for their drink.

ART. 33. § xix. It happens[7] that a ship arrives at its right discharge, at Bordeaux or elsewhere, the master is bound to say to his shipmates, "Sirs, will you load your "ventures, or will you freight them, and let them at the "freight of the ship?"[8] They are bound to say what they will do; and should it be that they choose to have such freight as the ship has, they shall so have it, and should

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[1] *buoy lines*] 'Botline' is the reading of the MS., but the word is printed 'bolline' in the Editio Princeps. Professor Slyter suggests that "boyline," in the sense of the rope, which connects the buoy with the anchor, may be the correct reading. Balinges is the reading of MS. Horn, which is probably another form of the same word. Bailyne is the reading of the Bruges MS.

[2] *mariners*] This article is identical with Art. xviii. of the Judgments of of the Sea.

[3] *one meal*] Maltid means either a meal or a meal time. The Bruges MS. has "kuekene," which betrays its direct Anglo-Norman origin, quisine being the word used in MS. Horn. Maeltijd is used in Verver's text of the Judgments of Damme.

[4] *going and returning*] Thouoren is an old mode of writing to voren, namely, "in going." To keren, on the other hand, signifies "in return-"ing," and would be written "to "kehren" in modern German.

[5] *water*] "Borne" is an old Low-German word, signifying a spring or stream of water. "Bourne" is the form under which it is still preserved in England. Brunn is a modern German form of the same word.

[6] *grows*] Wasset is the old Low-German form of the modern wachset. The Gotland text here follows closely the idiom of the Anglo-Norman MSS., "ou le vin crest," which is also reproduced in the Bruges MS., "daer de wyn groeyt."

[7] *It happens*] This article corresponds with Art. xviii. of the Judgments of the Sea.

[8] *will you load your ventures, or will you freight them, or will you let them at the freight of the ship?*] This

so, se mogen don in manieren, dat dat schip nicht na en licht, vnde vinden se denne na des nene[1] vracht, de meister schal dar nenen[2] wedder stot af hebben, mer[3] he is en plichtich to wisende ere rum vnde ere let; vnde elick[4] schipmann mach dar in leggen dat ge wichte van siner voringe; vnde willen se, se mogen dar[5] jn leggen[6] eyn vat waters de meyster vnde de schipmanne, vnde wordet ouer ge worpen[7] in de see, jd[8] scholde ghe rekent werden vor win efte vor andere[9] gud van punde to punde,[10] vnde mochten eme redeliken be dragen in see, vnde kost to doen enigem copman, alsulken vrede, alse de[11] schipmanne hebben, also schal ok hebben de copman.

Art. 34. § xx. Item, eyn schip komet[12] ge laden vnde be holden to syner rechten vntladinge[13] de schiplude willen hebben ere hure, vnde dar[14] sin jtlike,[15] de noch vedder[16] bedde edder[17] kisten hebben intschip,[18] de meister mach ere denck hüre be holden, vmme dat schip wedder[19] to bringende, dar se heer[20] quemen, eft sekerheit to donde ere wort vnde vart to holdende.

Art. 35. § xxi. Item, ein meister huret sine schipmanne, de enen to voren vnde to keren sullen hebben ere voringe,[21] dan de[22] vmme gelt; se seen dat dat schip

[1] *denne na des nene*] des na nene, K.
[2] *nenen*] nene, K.
[3] *mer*] men, K.
[4] *elick*] islik, K.
[5] *se mogen dar*] so mogen se dar.
[6] *leggen*] legghen, K.
[7] *wordet ouer ge worpen*] wert ith ouer ghevorpen, K.
[8] *jd*] dat, K.
[9] *andere*] ander, K.
[10] *punde*] punden, K.
[11] *de*] omitted, K.
[12] *komet*] kamet, K.
[13] *rechten vntladinge*] rechter untladinghe, K.
[14] *dar*] omitted, K.
[15] *jtlike*] etlike, K.
[16] *vedder*] wedder, K.
[17] *edder*] noch, K.
[18] *intschip*] int schep, K.
[19] *wedder*] weder, K.
[20] *heer*] her, K.
[21] *voringe*] voringhe, K.
[22] *dan de*] Slyter proposes to read here de andere as opposed to the preceding words, de enen.

they wish otherwise, they must do it in such a manner that the ship is not delayed; and should they not find any freight, the master shall not have any objection raised against him, but he is obliged to assign them their room and their berths,[1] and each mariner may stow there the weight of his venture, and should he choose, he may stow there a cask of water, the master and the mariners,[2] and should it be cast over into the sea, it shall be reckoned for wine or other goods pound for pound, should they conduct themselves reasonably at sea; and should they sell it to a merchant, such franchise as the mariners have, the merchant shall likewise have.

Art. 34. § xx. Likewise, a ship comes laden and safe to her right discharge, the ship's company wish to have their wages, and should there be some who have neither bed nor chest on board ship, the master may retain their wages (as agreed upon), in order that they may bring back the ship to the place whence she came, or may make them give security to keep their word and to complete their voyage.

Art. 35. § xxi. Likewise, a master [3] hires his mariners, some shall have their ventures to go and to return, others for money: [4] they see that the ship cannot obtain freight

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reading is peculiar to this MS., and to Verver's Judgments of Damme. The Anglo-Norman MSS. of the Judgments of the Sea have "will "you freight your ventures, or let "them at the freight of the ship."

[1] *their room and their berths*] Haer rayme ende haer leech, is the reading in Boxhorn's Laws of Westcapell. The Judgments of Damme have a peculiar reading "syner lieden ruimete en stede. The Bruges "MS. has haerlieden rive und haer- "lieden leyre," which accords more with the reading of MS. Horn, "lour rives et lour leire." See Vol. III., p. 24.

[2] *the master and the mariners*] The Editio Princeps of 1505 exhibits the same reading. The Bruges MS. has "de meister ende de schip- "lieden mueghent wel doen."

[3] *a master*] This article is identical with Art. 20 of the Judgments of the Sea.

[4] *others for money*] This is the translation of the text corrected according to Professor Slyter's suggestion. M. Pardessus had proposed a similar amendment of the text of the Editio Princeps of 1505.

schone[1] vracht vint to lande to keren vnde mot van danne varen,[2] men de gennen[3] de nicht[4] ge huret sint vmme gelt, de meister mot en ere hure vor beteren islikem[5] na sinem ge like[6] dar na dat se ge huret sin by terminen. Ladden se narne, se sin[7] schuldich to hebbende alle ere hure; men se moten dat schip helpen bringen[8] dar se id[9] nemen, wil de meister.[10]

Art. 36. § xxii. Item, id ge valt, dat eyn schip licht to Bordewes eft anders wor, van alsulker spise also men dar et[11] int schip, twe schipmanne mogen[12] eyn gerichte vte deme schepe dregen,[13] vnde alsulk brot, also dar jnne is, dar na dat se mogen[14] eten to eneme male. Mer se en mogen[15] dar nenen dranck vt dregen, vnde se moten schire[16] wedder komen[17] to schepe, se dat deme meister nicht en ledet.[18] Unde neme de meister schaden[19] van erent wegen by ge breck,[20] se scholent beteren, vnde dat ene[21] eyn schipman sloge[22] bi ge breck van hulpe, se sin eme plichtich to donde hulpe to ge nesen,[23] vnde ere ge breck van em to beterende dem meister vnde den gesellen[24] van der taffelen.

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[1] *schone*] This is also the reading of K., but Slyter has substituted "neyn" on the authority of MS. D. in the Library of the University of Copenhagen, which is of the latter part of the 15th century. Brokes, in a similar manner, has adopted the correction of "nene" in this place. "Gheen" is the reading of the Bruges MS.

[2] *varen*] Some words are evidently omitted here. Slyter proposes to insert after "varen" the word; "de "gennen de umme voringe varen "se moeten deme schepe volgen."

[3] *gennen*] gene, K.

[4] *nicht*] omitted, K.

[5] *islikem*] isliken, K.

[6] *sinem ge like*] sy neme ghelike, K.

[7] *se sin*] so syn se, K.

[8] *bringen*] bringhen, K.

[9] *id*] ith, K.

[10] *wil de meister*] isset dat de meyster wil hebben, K.

[11] *et*] eth, K.

[12] *mogen*] moghen, K.

[13] *dregen*] dreghen, K.

[14] *mogen*] moghen, K.

[15] *Mer se en mogen*] Men se mogten, K.

[16] *schire*] drade, K.

[17] *komen*] kamen, K.

[18] *se dat deme meister nicht en ledet*] dat se deme meister nicht vortornen, K.

[19] *schaden*] schade, K.

[20] *ge breck*] ghebrecke, K.

[21] *ene*] omitted, K.

[22] *sloge*] sloghe, K.

[23] *to ge nesen*] tho ghenesende, K.

[24] *gesellen*] ghesellen, K.

on land to return, and must sail thence, those [1] who are not hired [2] for money, the master must increase their wages each in an equal degree in proportion to the rate at which he has been hired for a term.[3] Should they load the ship nearer, they are entitled to have all their wages, but they must help to take the ship back to the place whence they brought her, should the master wish it.

ART. 36. § xxii. Likewise, it happens [4] that a ship lies at Bordeaux or elsewhere, of such cooked food [5] as men eat in the ship two mariners may carry out of the ship one portion, and of such bread as is in the ship, as much as they can eat at one meal. But they may not carry out any drink to drink, and they must come back promptly to their ship, that no harm may result [6] to the master. And should the master incur any loss from their default, they shall make it good; and should a mariner hurt himself from default of their help, they are bound to assist to heal him and to make amends for their default to the master and to their messmates of the table.

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[1] *those*] Certain words are omitted, which should correspond with the text of the Judgments of the Sea, "ceux qui sount a mareage la "deivent suire," which the Bruges MS. renders "de ghuene die varen "up de bevrechtinghe moeten nade "volghen."

[2] *not hired*] This is the correct translation of "nicht ge huret," but it may be doubted whether "nicht" has not improperly found a place in the text. The Bruges MS. has "maer de ghuene die varen omme "gelt," "but those who go for "money."

[3] *for a term*] MS. Horn has a different reading, "a termine lieu." See Vol. III., p. 26.

[4] *it happens*] This article is identical with Art. 21 of the Judgments of the Sea.

[5] *cooked food*] The word "spisē" may include food of any kind served at the principal meal or dinner, but the Anglo-Norman MSS. have the word "cusyne," which sounds of the kitchen rather than of the larder. The Bruges MS. has the word 'kuekne.'

[6] *no harm may result*] The term "ledet" has the same meaning as the Latin lædere. Nicht vortornen is the reading of the Editio Princeps, which M. Pardessus translates "ne "mettre pas en colère."

Art. 37. § xxiii. It ge valt,[1] dat eyn meister vracht sin schip enem[2] kopmanne, vnde he spreken by enem termyne dat schip to ladende; de copmanne ladens[3] nicht, vnde holden dat schip vnde lude xv. dage[4] eft lenger, vnde de tid vor leset[5] de meister sine vracht by ge breke by[6] deme copmanne, de copman is schuldich to beterende dem meistere[7] alsulken schaden[8] alse dar vp ge set[9] wert. Vnde dar af scholen hebben de schipmanne dat verndel, vnde de meister dat ander, dar vmme dat he en[10] ere kost wint.

Art. 38. § xxiiii. Item, eyn meister vor vrachtet sin schip vnde ladet vmme sine reyse[11] to donde, vnde hir[12] bynnen blivet dat schip liggende, also lange dat eme geldes ge breckt, de meister mach wol senden to synem lande vmme gelt; mer[13] he en mot nemen[14] guden wint vor liggen.[15] Dode he dat, he were plichtich[16]

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[1] *It ge valt*] Item, id ghevalt, K.

[2] *enem*] eynemme, K.

[3] *copmanne laden*] kopmans en ladens, K.

[4] *dage*] daghen, K.

[5] *vor leset*] verleset sick, vnde, K.

[6] *by*] van, K.

[7] *meistere*] meyster, K.

[8] *schaden*] schade.

[9] *ge set*] ghesat vnde geordineret, K.

[10] *en*] ene, K.

[11] *reyse*] reyse dar mede, K.

[12] *hir*] hir en, K.

[13] *mer*] men, K.

[14] *nemen*] neymen, K.

[15] *vor liggen*] verliggen vnde versumen, K.

[16] *plichtich*] plichtich vnn schuldich, K.

ART. 37. § xxiii. Likewise it happens[1] that a master freights his ship to a merchant, and agrees upon a term within which the ship is to load, the merchant does not load, and detains the ship and crew fifteen days[2] or longer, and the time is lost, and the master misses his freight[3] by default of the merchant; the merchant is obliged to make good to the master all such damages as shall be awarded. And thereof the mariners shall have a fourth, and the master the remainder in order that he may recover their cost.

ART. 38. § xxiv. Likewise a master[4] lets his ship for freight, and loads it in order to make a voyage, and the ship remains lying in port so long that money fails him; the master may properly send to his own country for money, but he must not lose a good wind.[5] Should he do so, he is

[1] *it happens*] This article is identical with article xxii. of the Judgments of the Sea.

[2] *fifteen days*] The same period of time is adopted in the Bruges MS. and in the Judgments of Damme, and is found in all the Anglo-Norman MSS. It is strong evidence of the southern origin of this article, as "vierzehen tagen" (fourteen days), corresponding to the English fortnight (the fourteenth night) was the period observed amongst the nations of Northern Europe, see Article 52.

[3] *his freight*] MS. Horn has here the word "messioun," which means the outgoings or expenses of the ship, see Vol. III., p. 28. The Bruges MS. has the reading "ver-"liest de meester zine vrecht ende ziin "huus." Boxhorn's version of the Laws of Westcapell has the reading, "ende een tydt verliest die meester "ofte schipper syn vracht by faute "ofte ghebreecke van den koop-"man," in which the introduction of the French word "faute," coupled with the Flemish equivalent "ghebreecke," is remarkable. The term "huus," which occurs in the Bruges MS., renders it highly probable that the MS. itself was translated from a Breton version of the Judgments of the Sea, in which the word "maison" was inserted instead of "mession," such as we find to have been the case in the MS. from which Garcia published his enlarged version of the Rolls of Oleron: see Vol. II., p. 28.

[4] *a master*] This article is identical with Art. xxiii. of the Judgments of the Sea.

[5] *a good wind*] The Bruges MS. has "es niet schuldich tijt to ver-"liesene," he is not bound to lose time. The Judgments of Damme and the Laws of Westcapell agree with the reading of the text. The oldest Anglo-Norman MSS. have "il ne doit mye perdre temps," or "perdre son temps." The ancient Breton MSS. have the words "son "amorgan," or "son armogan,"

deme copmanne den schaden to beterende. Men he mach wol nemen van dem copmanne win[1] vnde vorkopen unde nemen sine nottroft[2] dar af unde[3] alse[4] dat schip ge komen is[5] to siner rechten[6] entlastinge,[7] den win, den de meister ge nomen heft, is schuldich to geldende, also[8] men den anderen win[9] vor kopen sal, vnde de meister schal hebben van dessem wine sine vracht, gelick alse van deme anderen wine.

Art. 39. § xxv. Item, eyn knape is leitsman van enem[10] schepe, vnde is ge huret to bringende dat schip, dar id entladen[11] sal, jd ge valt,[12] dat in der hauene sint keden eft slote,[13] dar men bynnen de schepe entladet,[14] de meister is schuldich dem schipmanne[15] de stede to vor seynde,[16] dar men de schepe in leit,[17] vnde sin ge truwe[18] vtsetten, so dat de coplude[19] nenen schaden nemen by ge brek van den touwen[20] de meister moet dat[21] beteren; de leitsman schal sine vart ge dan[22] hebben, alse he dat schip heft ge bracht to

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[1] *win*] win efte gud.
[2] *nottroft*] nottroft efte behof, K.
[3] *unde*] omitted, K.
[4] *alse*] also, K.
[5] *is*] omitted, K.
[6] *rechten*] rechter, K.
[7] *entlastinge*] uutlastingher, K.
[8] *also*] alze, K.
[9] *win* ] win, den de meyster ghenomen heft is schuldich to geldende efte to betalende alzo men den anderen win, K.
[10] *enem*] eyneme, K.
[11] *entladen*] untladen, K.
[12] *jd ge valt*] ith ghevalt, K.
[13] *slote*] slote efte anders wat, K.
[14] *schepe entladet* ] schepen untladen scholde, K.
[15] *schipmanne*] schipmannen, K.
[16] *vor seynde*] vorsyende, K.
[17] *leit*] licht, K.
[18] *ge truwe*] Slyter suggests ge touwe; ghetouwen, K.
[19] *coplude*] kopluden, K.
[20] *van der touwen*] van deme, K.
[21] *de meister moet dat* ] de de meyster mochte, K.
[22] *ge dan*] omitted, K.

bound to make good any loss to the merchants. But he may properly take wine of the merchants and sell it, and take thereof what he has need of; and as soon as the ship has come to her right discharge, the master is bound to pay for the wine he has taken,[1] according as they shall sell the other wines, and the master shall have his freight from that wine, equally as from the other wines.

ART. 39. § xxv. Likewise, a young man[2] is pilot of a ship, and is hired to bring her to the place where she is to unload. It happens that in the haven there are chains and gates within which they must unload the ships, the master is bound to point out to the crew the station where they should place the ship, and to put out his hawsers,[3] so that the merchants may not suffer any damage from default of the hawsers; the master must make that good:[4] the pilot shall receive his pay when he

which is the reading adopted both by Garcia and by Cleirac, in their enlarged version of the Rolls of Oleron, Vol. II., p. 456, and to which Cleirac in his text adds the words (c'est à dire) son temps opportune. The Editor has met with no Anglo-Norman or Breton MS. from which the peculiar reading of the text can have been derived.

[1] *taken*] Some words appear to have been omitted from the text after the words "to geldende." The additional words efte to betalende are inserted in the Editio Princeps of 1505.

[2] *a young man*] This article is identical with the twenty-fourth and last article of the Judgments of the Sea.

[3] *hawsers*] The Bruges MS. has here the word "balenges," whilst the Judgments of Damme have the word "touwen." Bailignes is the term used in the Judgments of the Sea in MS. Horn, see Vol. III., p. 30.

[4] *must make that good*] The Bruges MS. has the additional words "hi "en zechge redene waer omme dat of geschlegen zii van zienre redene," which is not in the Judgments of Damme, nor in the Laws of West-capell, nor in the Editio Princeps of 1505, but its equivalent occurs in the Anglo-Norman MSS., although it is probable that no extant MS. of that class supplies the correct reading of the passage. Professor Slyter suggests the following interpretation of the passage, "nisi adfert probabilem causam cur ista non facta "sint; causa vero (cur nauclerus "ejusmodi damni reparationi obnoxius sit) hæc est, &c." which accords with the interpretation of the passage suggested by the Editor in the Black Book, Vol. I., p. 121.

den[1] keden, vnde nicht vurder is he it plichtich to bringhende; vnde den so blivet dat schip vp den meyster vnde schiplude[2] liggen.

ART. 40. § XXVI. Item dit is de ordinancie, de de schipheren[3] vnde koplude mit malkander bogeren[4] van schiprechte. Tom[5] ersten, weret dat[6] eyn schip breke efte dat me[7] id vor segelde vor dat id were dachte[8] den schipluden deme sturmanne[9] vnde deme[10] mereren hope van der selschop gud, dat ment maken mochte, so scholdet de schipper maken vnde bringen den kopluden ere gud, dar he did ene ge kuest[11] hadde, des ene God sparede vor vngeval. Vnde weret dat men dat schip nicht konde wedder maken, so scholde de schipper sine[12] vullen vracht hebben van alle[13] deme gude, vnde merken[14] dat mit enem Godes penninge,[15] wes dar gewunnen were, des dar af so vele ge berget worde. Vnde weret dat de kopman neyn gelt by sik[16] en[17] hadde, vnde wolde eme de schipper nicht be louen, so scholde[18] de schipper van dem gude nemen, dat dar ge berget[19] were, also vele alse sine vracht to lepe, vor also vele geldes alse[20] de copman dat sine geve[21] an dem markede.[22]

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[1] den] de, K.
[2] schiplude] vp de schiplude, K.
[3] de schipheren] de gemene schipperen, K.
[4] bogeren] begerende, K.
[5] Tom] Tome, K.
[6] dat] dat, K.
[7] efte dat me] efte dat men, K.
[8] dachte] dachten dat, K.
[9] deme sturmanne] vnde dem sturman, K.
[10] deme] dem, K.
[11] ge kuest] gekostet, K.
[12] sine] syner, K.
[13] alle] al, K.
[14] merken] mercken, K.
[15] penninge] penninghe, K.
[16] by sik] by sick, K.
[17] en] enhadde, K.
[18] scholde] scholde, K.
[19] ge borget] geborget, K.
[20] alse] also, K.
[21] geve] geven dende, K.
[22] dem markede] in marcket, K.

has brought the ship to the chains, and he is not bound to bring her any further, and thenceforth the ship devolves on the master and crew to berth her.

ART. 40. § xxvi. Likewise this is the ordinance,[1] which the masters and mariners resolved amongst themselves on maritime law. In the first place,[2] should it be that a ship is wrecked, or that it has run aground, wherever it may be, if the ship's crew and the steersman and the majority of the ship's company think well that it can be repaired, the master shall do so, and shall carry forward the goods of the merchants thither, where he has agreed to do, if God preserves them from mischance. And should it be that they cannot repair the ship, the master shall have his full freight of all those goods and merchandise, with a God's penny[3] upon the gainings of so much as has been saved. And should it be that the merchant has not any money by him, and the master will not trust him, the master shall take of the goods which were saved as much, as will pay his freight for so much money, as the merchant can sell his goods in the market.

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[1] *the ordinance*] This title, as set out in the text, is identical with the title prefixed to the greater number of MSS. of the Maritime Usages of Amsterdam, which Professor den Tex has examined. An amended text of those usages has been published by M. Pardessus in his Lois Maritimes, tom. iv. p. 30.

[2] *in the first place*] This article is identical with the first article of the Usages of Amsterdam.

[3] *a God's penny*] The words "and "merchandise with a God's penny "upon the gainings of so much as "has been saved," are not found in most of the versions of the Usages of Amsterdam, but words of similar import occur in four of the MSS. examined by M. den Tex. The sense of the passage has been disputed. Mention is made in the Guidon de la Mer, ch. xx. § x., of the denier à Dieu due upon everything sold in public market. The custom of concluding a bargain by paying a God's penny as earnest money is recognised in the Wisby Stads-Lag, l. ii., ch. 35. "So wele "man in der stad copet oder vor- "copet, de prove wat he cope, so "wanne de Gods penning ghegeven "is," when a man in the town buys or sells, the proof that he buys is, when the God's penny is given.

ART. 41.[1] Item weret dat eyn schip not hedde, vnde de schipper begerde, dat men dat gud werpen scholde, so scholdeme id nicht werpen, men scholde den vrachtmannen erst[2] vragen, eft id ere wille were, vnde weret ere wille nicht, vnde duchte id dem schipperen[3] gud, vnde van den[4] schipluden twen efte[5] dren, beter ge dan wen ge laten, so scholdeme mogen[6] werpen. Vnde wolde de kopman, also men to land queme, so scholden de twe efte dre, de in deme schepe weren, sweren dat id notzake dede.[7] Vnde were dar neyn copman in dem schepe, vnde men not hadde to werpende, wes denne deme schipperen duchte gud mit deme mer[8] dele siner selschop, dat scholdemen don. Vnde wes dat me[9] worpe, dat sal[10] men reken alse id[11] an deme markede gelt, penningh[12] penninges broder van also vele, alse[13] dar aff bliuet, alse de vracht dar aft be talt is; vnde de schipper schal gelden van sinem schepe eft van siner vracht; vnde wille de coplude dar af kosen, wo dat de schipper sin schip settet, dar mogen de coplude vor nemen up en getide. Vnde weret dat dar[14] jemant were in enem schepe, dar men worpe, vnde hadde he gelt efte ander gud in siner

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[1] The Roman numerals are wanting in this chapter.
[2] *erst*] ersten, K.
[3] *schipperen*] scippere, K.
[4] *den*] deme, K.
[5] *efte*] ofte, K.
[6] *scholdeme mogen* ] scal men denne moghen, K.
[7] *dede*] was, K.
[8] *mer*] meyste, K.
[9] *me*] men, K.
[10] *sal*] scholde, K.
[11] *id*] ith, K
[12] *penningh*] penning, K.
[13] *alse*] also, K.
[14] *dar*] omitted, K.

ART. 41. Likewise[1] should it be that a ship is in distress, and the master resolves that they should cast overboard, they may not cast overboard; they should first ask of the freighters, if it is their will; and if it be not their will, and it seems good to the master with two or three of the ship's company to do it rather than to desist, they may then cast overboard.[2] And should the merchant wish, two or three of those who were in the ship, as soon as they come to land, should swear that they did it from necessity. And should there be no merchant in the ship and they have need to cast overboard, what the master and the greater part of his ship's crew think good, that should they do. And that which they cast overboard they shall reckon there at the market price, penny for penny,[3] in proportion to that which remains, and the freight shall be deducted therefrom, and the master shall contribute for his ship or for his freight. And should the merchants be willing to take the ship at the price which the master settles, the merchants have the privilege to take it within one tide.[4] And should it be that there is any one in the ship, when they cast overboard, and he has money or other goods in

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[1] *Likewise*] This article is in substance identical with Art. ii. of the Maritime Usages of Amsterdam. No Roman numerals are prefixed to it, but the series is resumed in the next following chapter.

[2] *cast overboard*] The text of the Editio Princeps is in harmony with this reading, but Verwer's version of the Amsterdam Usages contains the additional words, "eer dat men "soude verliesen schip, lijf ende "goed, which are also found in the more modern version of the Gotland Sea Laws published in the Corpus Statutorum Slesvicensium, ii. band, p. 691. On the other hand, the text of the Usages of Amsterdam, in Art. iv. of a MS. examined by M. den Tex, and published by M. Pardessus, Lois Maritimes, iv. p. 30, agrees with MS. No. 3123.

[3] *penny for penny*] Penning pennings-weerde is the corresponding phrase in Art. ii. of Verwer's Usages of Amsterdam, but penning pennings broder is used in Art. xxx. in a similar sense, where each has to contribute equally in proportion to his share.

[4] *one tide*] The word "getyde" occurs in the sense of the tide in Art. 29. "Op een getijde" is also the corresponding reading of Verwer's Usages of Amsterdam.

kisten, dat scholde he openbaren,[1] ere[2] men dat worpe; vnde alse he id ge openbaret[3] hadde, so scholde he gelden to werpegelde van sinem[4] gelde to rekenende[5] ii. penninge[6] vor eynen; vnde des gelikes wordet ge worpen, so scholdemen id ok reken[7] ii. penninge[8] vor enen. Men were dar ander gud in der kisten, dat scholdeme[9] reken[10] lik anderem gude, alse[11] id werdich were. Vnde weret dat dar[12] jement[13] vte syner[14] kisten[15] neme vmme sine siden, so scholdeme[16] dar van nicht gelden. Vnde weret dat dar jemant gelt efte ander gud hadde in syner kisten, vnde he des nicht openbarde, er dat men worpe,[17] worde de kiste, dar dat jnne were, ge worpen efte be holden, so scholdeme de kisten[18] nicht hoger reken den dre schilde, also verne alse se be slagen were, vnde were se unbeslaghen, so scholdeme[19] se gelden, alse se werdich were, vnde weret, dat dar ge worpen worde ene matte mit enem bedde, dat scholdeme reken[20] vor dre schilde. Vnde were id to donde, dat men[21] laten scholde, so scholdeme[22] des radvragen dem copmanne[23] de in deme schepe were,[24] vnde en[25] duchtet deme copmanne nicht gud wesen,[26] den dem schipperen gud duchte vnde deme mesten deel van der selschop, dat scholde vort gan; vnde were dar[27] neyn copman in dem[28] schepe, wes denne deme schipperen vnde dem mesten

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[1] *openbaren*] apenbaren, K.
[2] *ere*] er, K.
[3] *ge openbaret*] geapenbaret, K.
[4] *sinem*] syne eygeme, K.
[5] *rekenende*] rekenen, K.
[6] *penninge*] penninghen, K.
[7] *reken*] rekenen, K.
[8] *penninge*] penningh, K.
[9] *scholdeme*] scholde men, K.
[10] *reken*] rekenen, K.
[11] *alse*] also, K.
[12] *dar*] Slyter substitutes "dat gelt" from MSS. B. C. and D.
[13] *jement*] jemant, K.
[14] *syner*] der, K.
[15] *kisten*] kiste, K.
[16] *scholdeme*] scholde men, K.
[17] *worpe*] werpe, K.
[18] *scholdeme de kisten*] scholde men de kyste, K.
[19] *scholdeme*] scholde men, K.
[20] *scholdeme reken*] scholde men rekenen, K.
[21] *dat men*] datment, K.
[22] *scholdeme*] scholdemen, K.
[23] *copmanne*] kopman, K.
[24] *were*] weren, K.
[25] *en*] eme, K.
[26] *wesen*] wesen, K. Slyter substitutes "wes" from MSS. B. C. and D.
[27] *dar*] dat, K.
[28] *dem*] deme, K.

his chest, he should disclose them before they are cast overboard, and when he has disclosed them, he shall contribute to the jetison-money from his own money to be reckoned at two pennies for one, and if the same be cast overboard, they shall likewise reckon it at two pennies for one.[1] But should there be other goods in the chest, they shall reckon them equally with the other goods, at what their value may be. And should it be that any one takes money out of his chest and fastens it round his sides,[2] he shall not pay for it. And should it be that any one has money or other goods in his chest, and he does not disclose them before they are cast overboard, should the chest be cast overboard or kept safe on board, the chest shall not be reckoned at more than three shield-pieces, if it be girded with iron, and if it be not so girded, they shall pay for it what it may be worth; and should it be that the things cast overboard are a cot with a bed, they shall reckon them at three shield-pieces.[3] And should it be that the ship has to be piloted,[4] they shall take counsel with the merchants who are in the ship, and if the merchants do not think it to be good, then what seems good to the master and to the greater part of the ship's crew, that shall be forthwith done; and should there be no merchant in the ship, what the master and the major part of the ship's crew think to be good, that shall be done to pilot the vessel, and

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[1] *two pennies for one*] In other words, he shall pay twice as much as the others in proportion to the value of his goods.

[2] *his sides*] In other words, round his waist in a bag or band.

[3] *shield pieces*] The term "schild," according to Professor Brokes, was used to denote a piece of silver money of the value of a thaler. Scutum was similarly used in France to denote a piece of money coined by the kings of the Franks, the royal arms being engraved on a shield on the reverse side of the coin.

[4] *piloted*] The term "laten" here means to lead and conduct a ship by means of a boat, in which a pilot conversant with the coast preceded the ship.

dele van der selschop gud duchte wesen, dat scholdeme[1] dar to don to late vnde van late gelde to nemen, wo vele men dar vp settet, vnde redelik is, vnde also dar ene wonheit is, vnde be talen lick[2] werp gelde.

Art. 42. § xxvii. Item, eyn schip varet van Ampsterdamme[3] eft[4] van anderen steden, jd ge valt[5] dat he kervet de[6] mast efte kabel efte[7] anders wad[8] by vnweder bynnen efte buten, vmme dat schip vnde dat gud mede to bergende. De schipper is plichtich den kopluden to vragende vnde en to clagende syne nod,[9] vnde dat is to be holde[10] liff, schip vnde gud, unde dat sullen[11] se reken ouer dat gud alse van verpende. Vnde weret dat de copman sede, "Ik en geve dar neyn javort;" to dar vmme solde[12] dat de schipper nicht laten, men de schipper scolde dat sweren, also he to lande queme, sulff drudde, dat id eme notzake dede.

Art. 43. § xxviii. Item, eyn schip varet van Ampsterdamme[13] efte van anderen steden, de schipper is to achter, vnde vor kopet gud vt dem bodeme. So is de schipper schuldich, also verne also de bodeme, also vele to[14] lande bringet, dat to be talende an dem[15] ersten market, dar he kumpt bynnen xiiii. dagen[16] dar na, vnde dat schal he be talen twischen[17] dem[18] mynsten vnde deme mesten. Vnde weret dat de schipper deme kopmanne nicht vul[19] en dede, vnde dat schip vor koffte,[20]

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[1] *scholdeme*] scolde men, K.
[2] *lick*] like, K.
[3] *Ampsterdamme*] Amsterdam, K.
[4] *eft*] efte van der vere efte, K.
[5] *jd ge valt*] ith ghevallet, K.
[6] *de*] den, K.
[7] *efte*] ofte, K.
[8] *wad*] wat, K.
[9] *nod*] noot, K.
[10] *be holde*] beholden, K.
[11] *sullen*] scolen, K.
[12] *solde*] scolde, K.
[13] *Ampsterdamme*] Amsterdam, K.
[14] *also vele to*] alze tho, K.
[15] *dem*] deme, K.
[16] *dagen*] daghen, K.
[17] *twischen*] twisschen, K.
[18] *dem*] deme, K.
[19] *vul*] vol, K.
[20] *vor koffte*] vorkofte, K.

as regards pilotage money there shall be paid what shall be agreed upon and is reasonable, and is according to custom, and contribution shall be made to it as in the case of jetison money.

ART. 42. § xxvii. Likewise a ship[1] sails from Amsterdam or from another place, it happens that the master[2] cuts away the mast or a cable or something else, from bad weather inside or outside,[3] in order to save the ship and the goods; the master is bound to ask the merchants, and to explain to them his necessity, and that it is to save life, ship, and goods, and that he shall reckon their goods as in a case of jetison. And should it be that the merchant says, "I do not give my assent to it," the master shall not for that reason desist, but the master shall swear, as soon as he comes to land, with two others, that he did it from necessity.

ART. 43. § xxviii. Likewise a ship[4] sails from Amsterdam or from another place, the master is in arrears and he sells cargo on the bottom[5] of the ship; the master is bound, as soon as he brings the ship which is hypothecated to the land, to pay off the bond at the first market to which he may come within fourteen days,[6] and he shall pay it off at a sum between the lowest and the highest price [which such goods would fetch]. And should it be that the master does not fulfil his obliga-

[1] *a ship*] This article is the counterpart of Art. iii. of Verwer's Usages of Amsterdam.

[2] *the master*] The Editio Princeps has the word "scipper" in place of "he" as in the text.

[3] *inside or outside*] "Bynnen efte "buten" were probably well known terms used elliptically to denote respectively the Zuider Zee (Suder-See) and the North Sea, within and without the dykes or polders.

[4] *a ship*] This article is identical with Art. iv. of Verwer's Usages of Amsterdam.

[5] *the bottom*] The term "bodeme" is here used for the hull of the ship, which was virtually hypothecated to the owners of the cargo in order to replace the portion of the cargo sold by the master for the necessities of the ship.

[6] *fourteen days*] This was the usual limit of time in the north of Europe corresponding to the fifteen days of the southern nations, see Art. 37.

efte enen[1] anderen schipperen dar in settede, so mochte de kopman dat schip an spreken bynnen[2] jar bynnen dage,[3] vnde sin gelt dar aff[4] hebben, liker wis[5] eft[6] he dar jegenwardich[7] were, vnde dat schal[8] he be tugen mit des schippers segel, vnde so en mach de schipper dar nicht jegen[9] seggen.

ART. 44. § xxix. Item, eyn schipper vrachtet sin schip, vnde lovet sine reyse to donde unde hir bynnet[10] blivet dat schip liggende[11] also lange, dat eme geldes[12] ge breket,[13] de schipper mach wol senden to synem[14] lande vmme gelt; men he mot nenen guden wint vorliggen; dede he dat, he were den kopluden schuldich eren schaden to beteren. Men he mach wol nemen van der coplude[15] gude sine nottroft;[16] vnde alse[17] dat schip komet hen[18] dar it lossen schal, so schal de schipper dat gud be talen, also dat ander gelt unde[19] deme sulven schepe twischen[20] dem[21] mynsten vnde dem[22] mesten; vnde de schipper schal dar sine vracht van hebben vul vnde al.[23]

ART. 45. § xxx. Item, eyn schip segelt van enem markede vnde heft ge laden sine vullen last, so is de

[1] *enen*] eynen, K.

[2] *bynnen*] binnen, K.

[3] *bynnen dage*] Slyter inserts the word "unde" before bynnen on the authority of MSS. B. C. and D. The latter MSS. agree in omitting "bynnen" before "dage."

[4] *aff*] af, K.

[5] *liker wis*] likerwiis, K.

[6] *eft*] efte, K.

[7] *jegenwardich*] yegenwardich, K.

[8] *schal*] seal, K.

[9] *jegen*] yegen, K.

[10] *lovet sine reyse to donde unde hir bynnet*] omitted in K. Slyter substitutes "bynnen" for bynnet.

[11] *liggende*] ligghende, K.

[12] *geldes*] gheldes, K.

[13] *ge breket*] ghebreket, K.

[14] *synem*] syneme, K.

[15] *coplude*] kopluden, K.

[16] *nottroft*] nottorft, K.

[17] *alse*] wan, K.

[18] *hen*] omitted, K.

[19] *unde*] van, K. Slyter has substituted "ut" for unde.

[20] *twischen*] twisschen, K.

[21] *dem*] deme, K.

[22] *dem*] deme, K.

[23] *vul unde al*] vol unn al, K.

tion to the merchants, and sells his ship or puts another in charge of her, the merchant may make a claim against the ship within a year and a day, and have his money out of her in like manner as if the master were continuing in her, and he shall [be entitled to] prove his claim by the master's seal, and so make the master unable to aver against it.

ART. 44. § xxix. Likewise a master[1] freights his ship and loads it to make a voyage, and the ship stays within [the banks] lying idle so long that he is short of money, the master may properly send to his own country for money, but he must not miss any good wind; should he do that, he is bound to make good to the merchants their loss. But he may properly take cargo of the merchants for his necessities; and when that ship arrives, where it shall discharge, the master shall pay for that cargo as similar goods are worth in the same ship between the lowest and the highest price, and the master shall have his freight full and entire.[2]

ART. 45. § xxx. Likewise a ship[3] sails from a market[4] town, and has laden her full tonnage, the master accord-

[1] *a master*] This article is identical with Article v. of Verwer's Usages of Amsterdam. The earlier part of it is almost a repetition down to the words "to beteren" of the thirty-eighth article of the text, which is identical with Article xxiii. of the Judgments of the Sea. The latter part is a variation from the thirty-eighth article, and seems from the expression "twischen dem "mynsten unde dem mesten" to have been derived from a Breton source, although the text does not harmonize in other respects with the text of any known Breton MS. The repetition of this article is a strong argument that the Gotland Sea Laws were a collection of Sea Laws of other nations, and did not originate with the islanders, as some have maintained.

[2] *full and entire*] This cumulative phrase is peculiar to the Gotland version of this article. In Verwer's usages of Amsterdam the words "volle vragt daer van hebben" conclude the article.

[3] *a ship*] This article agrees with Art. vi. of Verwer's Usages of Amsterdam.

[4] *market*] Station (stede) is the word used in Verwer's version, but "market" is used in Wagenaar's version of the Usages of Amsterdam, and also in the MSS. collated by M. van Tex. The article in other respects agrees rather with Wagenaar's than with Verwer's version.

schipper nicht plichtich jenich gud anders in to nemende, id en sy vor louet van den copluden,[1] vnde dede he anders, de schipper scholde it vor boten, also lange also[2] dat gud warde, dat he hadde in ge nomen[3] jd en were, dat de schipper sede; "Gy heren, iik scal "dar so vele gudes in nemen," andes[4] scholde he id vor beteren.

Art. 46. § xxxi. Item, id ge valt, dat welke schiplude sik vor huren tor tid[5] erem schipperen, vnde jenich van dēn gan vte deme schepe sunder orlof,[6] vnde drinken sick drunken[7] vnde maken kiff; jd ge vallet, dat dar jenich wert ge wundet; de schipper en[8] is em nicht plichtich to helpende, dat se genesen vppe des schepes[9] cost, men he mach se vte deme schepe don[10] vnde huren ander in ere stede. Vnde kosten se mere, se scholent[11] be talen, vnde dem[12] schipperen wedder geven,[13] wes se van em hebben entfangen.[14] Men sende se de schipper in jenigen[15] denst van des schepes be hoff, dar se van worden ge wundet, men sal[16] se helen vppe des schepes[17] cost.

Art. 47. § xxxii. It ge vallet[18] dat eyn schipper enen[19] schipman huret, vnde se komen[20] in twidracht, dat de schipper dem schipman orlof[21] gifft, he mach

[1] *copluden*] kopluden, K.
[2] *also lange also*] alzo lange als, K.
[3] *in ge nomen*] in genamen, K.
[4] *andes*] Slyter substitutes anders.
[5] *tid*] tyd, K.
[6] *orlof*] orloff, K.
[7] *vnde drinken sick drunken*] unn drincken sich drunken, K.
[8] *en*] omitted, K.
[9] *schepes*] scippers, K.
[10] *don*] doen, K.
[11] *scholent*] scollent, K.
[12] *dem*] deme, K.
[13] *geven*] gheven, K.
[14] *entfangen*] entfanghen, K.
[15] *jenigen*] yenegen, K.
[16] *sal*] scal, K.
[17] *schepes*] scepes, K.
[18] *It ge vallet*] Item ghevallet, K.
[19] *enen*] eynen, K.
[20] *komen*] kamen, K.
[21] *orlof*] orloff, K.

ingly is bound not to take on board any other goods, unless it be permitted by the merchants; and should he do otherwise, the master shall pay as a penalty as much as the goods are worth which he has taken on board, unless it be that the master has said to them, "Sirs, I "shall take on board so much cargo;" otherwise he shall make compensation.[1]

ART. 46, § xxxi. Likewise it happens[2] that several mariners hire themselves out for a term to their masters, and some of them go out of the ship without leave, and drink themselves drunk and make strife; it happens that some one of them is wounded; the master is not bound to help him to be healed at the ship's cost, but he may make him go out of the ship, and may hire another in his stead. And should he (the other) cost more, he shall pay and return to the master what he has received from him. But should the master[3] send him on any service on the ship's behalf, if he should be wounded, he shall be healed at the ship's cost.

ART. 47. § xxxii. It happens[4] that a master hires a mariner and they come into dispute, so that the master gives him his dismissal, [if] he can [not],[5] convict him of

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[1] *otherwise he shall make compensation*] The words "anders scholde "he id vor beteren" is peculiar to the Gotland Sea Laws.

[2] *it happens*] This article agrees with Art. vii. of Verwer's Usages of Amsterdam. It is evidently framed after Article vi. of the Judgments of the Sea. It is in substance identical with the preceding twentieth article of the Gotland Sea Laws, but the concluding part after "jenigen denst" is more concise.

[3] *But should the master*] This concluding sentence follows very closely the text of Verwer's seventh article.

[4] *It happens*] This article agrees with Art. viii. of Verwer's Usages of Amsterdam.

[5] *can not*] The negative particle is not in the German text, nor in the Editio Princeps, but both Professor Slyter and M. Pardessus are of opinion that the negative particle "neen" is wanting in the text. Verwer's text of the Usages of Amsterdam gives colour to their suggestion, "ende weet hem geene "openbare schuld te geven." Wagenaar's text, on the other hand, is "hy en mach hem openbair scout "gheven," which is also the reading of the MSS. collected by M. den Tex, who considers the monosyllable "en" to have a negative sense.

eme[1] openbar schult geven;[2] de schipman heft half[3] vor denet sin[4] lon, vnde noget deme schipmanne to scheden van dem schipperen, des ge likes[5] is he eme plichtich. Men were he van der market ge segelt buten int Vlët[6] eft int Marsdep vnde wedder vp segelde vnde vp legede,[7] so hadde de schipman sine vullen[8] hure vor denet. Vnde wolde de schipman dar aff[9] van dem schipperen,[10] wedder[11] geuen allent, wes he ge boret hadde vnde[12] alzo vele dar to.

**Art.** 48. § xxxiii. Item, eyn schipman wor he varet mit jenigem[13] manne, so is he[14] plichtich den copluden[15] ere gud to hauene, alse dem schipperen[16] vnde deme stur manne gud dunket[17] myt dem vrachtmanne, vnde de schipman schal[18] hebben van isliker[19] last roggen to colende enen groten, also dicke also[20] se colen. Unde weret dat se den roggen efte terwe nicht hauenen efte colen en wolden, dat scholden[21] se vor beteren to des schipperen seggent[22] vnde des sturmans, vnde ut to scheten enen[23] groten vnde vor ii. wagenschotes enen groten, vnde eyn knarre holtes i. groten, vnde van

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[1] *eme*] em, K.
[2] *geven*] gheven, K.
[3] *half*] halff, K.
[4] *sin*] syn, K.
[5] *ge likes*] gheliken, K.
[6] *Vlët*] Vlee, K.
[7] *vp legede*] up legge, K.
[8] *vullen*] vulle, K.
[9] *dar aff*] [illegible] omits these words, which are only found in MS. A.
[10] *schipperen*] schipper, K.
[11] *wedder geuen*] [illegible] inserts before "wedder geuen" the words "so scholde de schipman dem schipperen" on the authority of MS. C.; on the other hand K. exhibits another reading, unn wolde de schipman van deme schipper to vorne, so scolde he wedder geven.
[12] *vnde*] unde halff, K.
[13] *jenigem*] yenighen, K.
[14] *so is he*] he is, K.
[15] *copluden*] kopluden, K.
[16] *dem schipperen*] deme schippere, K.
[17] *dunket*] duncket, K.
[18] *schal*] scal, K.
[19] *isliker*] yaliker, K.
[20] *also dicke also*] unn also vake alse, K.
[21] *scholden*] scolen, K.
[22] *schipperen seggent*] scippers seggen, K.
[23] *enen*] euen, K.

open fault, the mariner has earned half his wages, and should it please the mariner to quit his master, the mariner is under the like obligation. But should the master have sailed from the market and be within the Vlie or the Marsdeep, and should he sail back again and berth his ship, the mariner will have earned his full wages. And should the mariner wish [to quit][1] his master, he shall pay back all that he has received, and as much again[2] in addition.

ART. 48. § xxxiii. Likewise, a mariner,[3] wherever he sails with any person, is bound to take care of the goods of the merchants according as the master or the steersman thinks fit in conjunction with the merchants, and the mariner shall have for each last of rye a groat to fan it, as often as he fans it, and should it be that they will not take care and fan the rye or the wheat, they shall make it [the loss] good according to the award of the master and the mate, and [they shall have] for shooting out [the grain] a groat, and for two [hundred] of wainscot a groat, and for one [hundred] of planks a groat, and

[1] *to quit*] The Editio Princeps has the words "to vorne" inserted after "schipper." In Verwer's Usages of Amsterdam, "scheijden" is inserted after "schipper," and in Wagenaar's version of those usages the word "sceyden" is inserted before van den schiphere.

[2] *as much again*] The Editio Princeps inserts the word "halff" before "alzo," but "halff" does not occur in any version of the Usages of Amsterdam.

[3] *a mariner*] This article comprises the substance of Articles ix., x., and xi. of the Usages of Amsterdam.

[4] *two hundred*] The MS. has II., which is probably a careless writing for II^c^., the small "c" denoting the hundred. Such also is the reading of the Lubeck MS. of 1533. The Editio Princeps likewise omits the "hundred," but it occurs in all the versions of the Usages of Amsterdam.

enem vate aschen[1] enen groten, van ener last heringes enen groten, unde van ener last pekes enen groten unde ters[2] alzo de schipper voret enen groten,[3] vnde dit vor ge schreuen[4] gud mach de schipman[5] be holden by der bort,[6] alzo lange dat de copman[7] des schipmans ge nochte hefft.[8] Item, welk gud dar me[9] ene polleie[10] vmme bringet eyn vad[11] vlasses twe grote, van dem[12] halven vate vlasses[13] i. groten[14] van enem[15] packen[16] wandes ii. grote,[17] van enem[18] terlinge[19] enen groten, van enem stucke wynes ii. grote, van ener pipen wins i. groten.[20] Vnde weret dat se id vor sumeden[21] der koplude[22] gud alle de an dem wingelde delden, de scholden[23] den schaden gelden.[24] Vnde weret dat de schipmans vrageden[25] deme schipperen eft dem[26] stürmanne eft eyn tawe,[27] dar se mede trissen,[28] scholden,[29] sterke[30] ge noch were, vnde he denne[31] ya sede vnde breke denne dat tow, so scholde de schipper[32] den schaden stan, de dar aff vallen mochte, men vrageden[33] de schipmans nicht so scholde it wesen, alzo[34] vor ge schreuen[35] is.

ART. 49. § xxxiiii. Item, eyn schip varet van Amsterdamme[36] eft van anderen steden, vnde weret

[1] *enem vate aschen*] enen vaten vlasseches, K.
[2] *enen groten unde ters*] efte ters eynen groten, K.
[3] *groten*] groten holk, K.
[4] *vor ge schreuen*] vorscreuen, K.
[5] *schipman*] scipper, K.
[6] *bort*] boert, K.
[7] *copman*] kopman, K.
[8] *schipmans ge nochte hefft*] schipman willen heft, K.
[9] *me*] men, K.
[10] *polleie*] polleyen, K.
[11] *vad*] vat, K.
[12] *dem*] den, K.
[13] *vlasses*] omitted, K.
[14] *groten*] grote, K.
[15] *enem*] enen, K.
[16] *packen*] packe, K.
[17] *grote*] groten, K.
[18] *enem*] enen, K.
[19] *terlinge*] terling wandes, K.
[20] *groten*] grote, K.
[21] *vor sumeden*] vorsumede, K.
[22] *koplude*] kopluden, K.
[23] *scholden*] scolden, K.
[24] *gelden*] ghelden, K.
[25] *vrageden*] vragheden, K.
[26] *dem*] deme, K.
[27] *tawe*] touwe, K.
[28] *trissen*] tristen, K.
[29] *scholden*] scolden, K.
[30] *sterke*] starke, K.
[31] *denne*] omitted, K.
[32] *schipper*] schipper denne, K.
[33] *vrageden*] vragede, K.
[34] *alzo*] als, K.
[35] *ge schreuen*] gescreuen, K.
[36] *Amsterdamme*] Danske, K.

for a barrel of [wood] ashes [1] a groat, for a last of herrings a groat, for a last of pitch a groat, and of tar, in case the master commands, a groat, and the crew may keep the above described goods alongside the ship until the merchants have the consent of the crew. Likewise such goods as require a pulley to hoist them, for a cask [2] of flax two groats, for a half cask one groat, for a pack of cloth two groats, for a fardel of cloth one groat, for a piece of wine two groats, for a pipe of wine one groat; and should it be that they are careless about the goods of the merchants, all who share in the hoisting dues shall pay for the damages. And should it be that the mariners question the master or the steersman, whether the hawser with which they must hoist is strong enough, and he says yea, and the hawser breaks, the master shall be responsible for the damage that may result, but if the mariners [3] ask no question, it shall be as above described.

ART. 49. § xxxiiii. Likewise a ship [4] sails from Amsterdam [5] or another port, and should it be that one

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[1] *ashes*] The Editio Princeps has "vlaschee," which is also the reading of the Lübeck MS. of 1533, but "assche" is the reading of the Usages of Amsterdam.

[2] *for a cask*] The preposition "van" is wanting in the text, and in the Editio Princeps. M. Pardessus has introduced it into his text.

[3] *mariners*] In Verwer's Usages of Amsterdam the word "koopman" is used in both places instead of "schipman." The latter word however is intelligible, and it is the reading of Wagenaar's text of the Usages of Amsterdam. On the other hand, both the Judgments of the Sea and the Judgments of Damme speak of the merchants as the persons who are to test the hoisting ropes.

[4] *a ship*] This article corresponds with Article 12 of Verwer's Usages of Amsterdam.

[5] *Amsterdam*] The word "Danske" Danish, is here substituted for Amsterdam in the Editio Princeps of 1805. In Verwer's version of the Usages of Amsterdam the word Amsterdam occurs, but in Wagenaar's version it is omitted, and the reading is simply "van enigher "coepstede."

so, dat eyn den anderen an segelde sines unwillen deme scholde[1] de schade half gelden. Mer[2] dede he it[3] willens, de dat ander schip an segelde, so scholde[4] he den schaden allene gelden.

Art. 50. § xxxv. Item, eyn schip dat lege[5] an ener[6] hauen to Amsterdamme[7] efte to anderen steden, vnde worde drivende vp eyn ander schip, vn eme[8] schaden dede, dat scholde[9] half vnde half gelden.

Art. 51. § xxxvi. Item, eyn schip kumpt in ene[10] haven dat schal[11] enen dobber[12] vp sinem ancker hebben.[13] Vnde weret dat he des nicht en dede, unde[14] dar schade[15] by schege,[16] den schaden scholde[17] he half beteren.

Art. 52. § xxxvii. Item, eyn schip komet[18] vmme den Schagen eft vte Norwegen, dat schal men lossen bynnen xiiii. dagen, vnde sine vracht geuen, vnde des gelikes alle schepe van der see.[19]

Art. 53. § xxxviii. Item, eyn schip komet[20] van Hamborch[21] efte van anderen steden, dat schal[22] men lossen binnen viii. dagen, vnde sine vracht geuen.

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1 *scholde*] scolde, K.
2 *Mer*] Men, K.
3 *it*] dat, K.
4 *scholde*] scolde, K.
5 *lege*] dar leghe, K.
6 *an ener*] in eyner, K.
7 *Amsterdamme*] Amsterdame, K.
8 *unde eme*] un em, K.
9 *scholde*] scolde, K.
10 *ene*] eyne, K.
11 *schal*] scal, K.
12 *dobber*] dobber hebben, K.
13 *hebben*] omitted, K.
14 *unde*] un, K.
15 *schade*] schaden, K.
16 *schege*] schedhe, K.
17 *scholde*] scolde.
18 *komet*] kamet, K.
19 *see*] zee, K.
20 *komet*] kamet, K.
21 *Hamborch*] Hamborgh, K.
22 *schal*] scal, K.

ship sails into another unintentionally, it shall pay half the damage; but should the vessel which ran into the other do it intentionally, it shall pay all the damages.

ART. 50. § xxxv. Likewise, a ship that[1] lies in a haven at Amsterdam or at another place, and is driven upon another ship and does it damage, that shall be paid half and half.

ART. 51. § xxxvi. Likewise, a ship comes into[2] a haven, it shall place a buoy over its anchor, and should it be that it does not do so, and damage results, it shall make good half the damage.

ART. 52. § xxxvii. Likewise, a ship comes round[3] Schagen[4] or from Norway, they shall discharge her within fourteen days, and pay her freight, and the like with all ships coming from the sea.

ART. 53. § xxxviii. Likewise, a ship comes from[5] Hamburgh[6] or from another place, they shall discharge her within eight days, and pay her freight.

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[1] *a ship that*] This article is identical with Art. xiii. of Verwer's Usages of Amsterdam.

[2] *a ship comes into*] This article is identical with Art. xiv. of Wagenaar's Usages of Amsterdam. In Verwer's version the additional words "tot Amstelredam of anders-" waer" are inserted after haven.

[3] *a ship comes round*] This article is identical with Art. xv. of Verwer's Usages of Amsterdam.

[4] *Schagen*] This is a northern headland of Denmark, which lies between Wisby and Hamburgh.

[5] *a ship comes from*] This article is identical with Art. xvi. of Verwer's Usages of Amsterdam. In Wagenaar's version this and the preceding article form one article, which is numbered the sixteenth.

[6] *Hamburgh*] M. Pardessus has justly contrasted this provision with the provision in the previous article, which allows to every vessel which has doubled the promontory o Schagen fourteen lay days, whils a vessel coming from Hamburgh has only eight lay days allowed to her. He argues that if these laws had originally been drawn up at Wisby, the provisions of the two articles would have been inconsistent, whereas if they were drawn up at Amsterdam, a vessel coming from Norway, or which had doubled Schagen, would have come from a much greater distance than the vessel which had arrived from Hamburgh.

ART. 54. § xxxix. Item, eyn schip licht en Schone eft anders wor, dar[1] it is vor bünden in Vlanderen efte in andere[2] market, unde komet[3] to Amsterdamme van notzaken vnde dat sweren wil mit synem stürmanne unde mit twen anderen schipmannen de in deme schepe sin, dat id[4] eme so notzake dede. Vnde weret dat de schipper dat schip[5] nicht redden[6] mochte maken buten vmme so to segelende, so scholde[7] he dat gud bynnen senden vppe[8] des schipperen vracht vnde vppe[9] des kopmans tollen.[10]

ART. 55. § xl. Item, eyn schipman komet[11] to Amsterdamme[12] mit sinem schipperen, de is plichtich in dat schip to blivende also lange[13] tor tit, also[14] dat schip ge losset werd, vnde weder ge balastet[15] is, dat id[16] liggen mach.

ART. 56. § xli. Item, weret dat eyn schip segelde mit gude an grunt, vnde dat schip vnde gud[17] in vresen were to vor lesen, vnde mochtme[18] denne krigen[19] luchte prame,[20] dat gud mede vth[21] to luchtende, wad[22] de kosten, schal[23] schip unde gud be talen ge lick[24] werp gelde.[25] Vnde were dar neyn kopman jnne, also men in de grunde[26] segelde, so scholde[27] de schipper vnde twe schipmans sweren, wolde men it[28] nicht vor

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1 *dar*] dat, K.
2 *andere*] ander, K.
3 *unde komet*] un kamet, K.
4 *id*] omitted, K.
5 *dat schip*] omitted, K.
6 *redden*] rede, K.
7 *scholde*] scolde, K.
8 *vppe*] up, K.
9 *vppe*] up, K.
10 *tollen*] tolle.
11 *komet*] kamet, K.
12 *to Amsterdamme*] tho Amsterdam, K.
13 *lange*] langhe, K.
14 *also*] alse, K.
15 *ge balastet*] gheballastet, K.
16 *id*] it, K.
17 *gud*] gut, K.
18 *vnde mochtme*] un mocht men, K.
19 *krigen*] krighen, K.
20 *prame*] pramen, K.
21 *vth*] ut, K.
22 *wad*] wat, K.
23 *de kosten schal*] dat kostet dat scal, K.
24 *ge lick*] ghelik, K.
25 *werp gelde*] werpgelde, K.
26 *also men in de grunde*] als men an den grunde, K.
27 *scholde*] scolde, K.
28 *it*] ith, K.

ART. 54. § xxxix. Likewise, a ship lies at Schonen or elsewhere, and is bound for Flanders or another market, and it comes to Amsterdam from distress, and the master swears with his mate and two other mariners, who are in the ship, that he did so from distress. And should it be that the master cannot make ready so as to sail out, he shall send the goods inwards at the cost of the master as regards the carriage, and of the merchant as regards the tolls.

ART. 55. § xl. Likewise, a mariner[1] arrives at Amsterdam with his master, he is bound to remain in the ship for all the time until the ship is unloaded, and ballasted again, so that she may lie at anchor.

ART. 56. § xli. Likewise, should it be[2] that a ship with a cargo takes the ground, and the ship and goods are in risk of being lost, and they must engage light skiffs to lighten the cargo into them, the ship and the goods shall pay what they cost, as in a case of jetison. And should there have been no merchant on board when the vessel took the ground, the master and two mariners shall swear, if men will not believe them on their

[1] *a mariner*] This article is identical with Art. 18 of Verwer's Usages of Amsterdam.

[2] *should it be*] This article is identical with Art. 19 of Verwer's Usages of Amsterdam.

dregen, dat dat[1] schip vnde gud[2] in vresen was an den grunden.[3]

Art. 57. § xlii. Item, weret dat eyn schip queme in Mersdep[4] efte int Vle, dat alzo dep ginge,[5] dat id[6] nicht vp komen mochte, vnde wunne[7] denne luchte schepe, wad de kosten,[8] dat scholde dat schip be talen de twe deel vnde dat gud dat drudden del. Mer[9] dat dat schip hir denne nicht vp en queme, so scholde[10] dat schip allene de luchte schepe[11] be talen.

Art. 58. xliii. Item, alse[12] eyn schipper dat gud[13] vte sinem[14] schepe ge schepet heft, so mach he dat gud by syner bort be holden vor sine[15] vracht vnde vor sin[16] vngelt, wad men[17] dar van mach schuldich wesen, wil em de schipper[18] des nicht be louen.

Art. 59. § xliiii. Item, weret dat hir luchte schepe quemen, de dat gud vt ge luchtet hadden vte den schepen, de vte der see quemen, de soldemen[19] lossen bynnen[20] vif dagen[21] na dem dage,[22] dat se hir[23] quemen.

Art. 60. § xlv. Item, weret dat dar eyn schip queme vor eyn vorlant mit node van wedders[24] wegen[25] by nedden en maente[26] havene, vnde to[27] rede vor sin ancker, vnde vnbekant were, vnde wunne[28] enen leitsagen, dat schip unde gud[29] hir[30] vp to bringende, wes

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1 *dat*] it, K.
2 *gud*] gut, K.
3 *in vresen was an den grundcn*] an grunde was, K.
4 *in Mersdep*] int Mersdiep, K.
5 *ginge*] ginghe, K.
6 *id*] it, K.
7 *wunne*] hurede, K.
8 *wad de kosten*] wat dar koste, K.
9 *Mer*] Men, K.
10 *scholde*] scolde, K.
11 *schepe*] scepe, K.
12 *alse*] alze.
13 *dat gud*] omitted, K.
14 *sinem*] synen, K.
15 *sine*] syne, K.
16 *sin*] syn, K.
17 *wad men*] wat man, K.
18 *schipper*] scipper, K.
19 *soldemen*] scolde men.
20 *bynnen*] binnen, K.
21 *vif dagen*] viif daghen.
22 *dem dage*] deme daghe, K.
23 *hir*] hyr, K.
24 *van wedders*] des weders, K.
25 *wegen*] omitted, K.
26 *en maente*] eyn mante, K.
27 *to*] omitted, K.
28 *wunne*] hurde, K.
29 *unde gud*] omitted, K.
30 *hir*] hyr, K.

word, that the ship and goods were in peril from being aground.

Art. 57. § xlii. Likewise, should it[1] be that a ship comes within the Marsdiep or the Vlie, and it is so deep [in the water] that it cannot come up, and it hires thereupon lighters, the ship shall pay two shares of what they cost, and the goods the third share. But should it be that the ship does not come up here,[2] the ship alone shall pay all the cost of the lighters.

Art. 58. § xliii. Likewise, when a master[3] has unloaded goods out of his ship, he may keep the goods alongside for the freight, and for the expenses for which they may be liable, unless the master will entrust them.

Art. 59. § xliv. Likewise, should it be[4] that lighters, which have lightened goods out of ships that have come in from sea, come here, they shall discharge their cargoes within five days[5] after the day, on which they have come here.

Art. 60. § xlv. Likewise, should it be[6] that a ship brings up under a headland from stress of weather short of an intended haven,[7] and rides at anchor and is out of her known course, and hires a pilot to bring the ship up

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[1] *should it*] This article is identical with Art. 20 of Verwer's Usages of Amsterdam.

[2] *come up here*] Some port is here intended, which a vessel would arrive at after passing the Marsdiep or the Vlie, see Art. 61.

[3] *when a master*] This article is identical with Art. 21 of Verwer's Usages of Amsterdam.

[4] *should it be*] This article agrees with Art. 22 of Verwer's Usages of Amsterdam.

[5] *five days*] Five working days (werke-dagen) is the phrase adopted in all the versions of the Usages of Amsterdam.

[6] *should it be*] This article is identical with Art. xxiii. of Verwer's Usages of Amsterdam.

[7] *an intended haven*] The meaning of the word "maente" in this place has been a subject of controversy. Verwer accepts the equivalent term "meente" in the Usages of Amsterdam in the sense of "ordinary." M. Pardessus (Lois Maritimes iv., p. 35), in commenting on the MSS. collated by M. den Tex, considers "meente haven" to mean "intended "haven." M. den Tex, on the other hand, considers the word "maente" to mean "common," and to denote a port of the Hanse Confederation.

de leitsage hir[1] van hebben solde[2] dat scholde[3] be talen schip vnde gud ge lick[4] werp gelde.

Art 61. § xlvi. Item, wad[5] schepe[6] komen[7] int Vlee eft int Marsdep van vmmelant, unde hir vp willen wesen, vnde isset, dat men dar[8] enen leytzagen wynnet, dat schip vnde gud hir[9] vp to bringende,[10] des schal[11] de schipper deme leitzagen de cost geven,[12] vnde de koplude scholen eme lonen van erem[13] gude.

Art. 62. § xlvii. Item, weret dat eyn schipman synem[14] schipperen entlepe mit synem[15] gelde, dat he eme ge geven[16] hadde, vnde des de schipper mochte[17] betugen myt twen schipmans, so hadde de schipman de galgen[18] vor denet.

Item, be vole[19] eyn schipper enem schipmanne mit quadem[20] fayte,[21] vnde he dat mochte be tugen mit twen schipmans, deme scholde he orloff mogen geuen an dat erste land, dat[22] de schipper queme, sunder yet dar an te vor loren jegen den schipman,[23] noch neyn lon[24] eme to geuende.

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[1] *hir*] hyr, K.
[2] *solde*] scolde, F.
[3] *scholde*] scolde, K.
[4] *ge lick*] gelik, K.
[5] *wad*] wât, K.
[6] *schepe*] schepen, K.
[7] *komen*] kamen, K.
[8] *dar*] dar up, K.
[9] *hir*] omitted, K.
[10] *bringende*] bringhende, K.
[11] *schal*] scal, K.
[12] *geven*] gheven, K.
[13] *erem*] ereme, K.
[14] *synem*] synen, K.
[15] *synem*] syneme, K.
[16] *eme ge geven*] em ghegheuen, K.
[17] *mochte*] konde.
[18] *galgen*] galge, K.
[19] *be vole*] Slyter adopts bevonde on the authority of MSS. B. C. and D.
[20] *quadem*] quaden, K.
[21] *fayte*] fayte efte misdaet, K.
[22] *dat*] dar, K.
[23] *an te vor loren jegen den schipman*] wedder tho segghende van deme schipmanne, K.
[24] *lon*] lon efte hure, K.

here,[1] the ship and cargo shall pay what the pilot shall have here,[1] just as in a case of jetison.

Art. 61. § xlvi. Likewise, when ships[2] come within the Vlie or the Marsdiep from Ummelant,[3] and will come up here,[4] and it should happen that they engage a pilot to bring the ship and goods up, the master shall pay the pilot his expenses, and the merchants shall pay him his wages from their goods.

Art. 62. § xlvii. Likewise, should it be[5] that a mariner deserts his master with his money, which he has given to him, and the latter can prove it by two mariners, the mariner has deserved the gallows.

Likewise,[6] a master finding a mariner in a bad act if he can prove it by two mariners, he may give him his dismissal on the first land, which he comes to, without having anything to pay to the mariner, and further without giving him any wages.

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[1] *here*] The word "hir" is peculiar to the Gotland Sea Laws. In the Usages of Amsterdam it is not found either after "gud" or after "leit-"sage," but the word "dair" occurs after "leitsage."

[2] *when ships*] This article is identical with Article xxiv. of Verwer's Usages of Amsterdam.

[3] *Ummelant*] Verwer, in his version of the Usages of Amsterdam, adopts in this article the reading of Ameland, which induced M. Pardessus to consider that the island of that name, which is situated to the north of the Vlie and the Marsdiep, was here intended. M. den Tex however, considers "ommelant" to be the correct reading of the Usages of Amsterdam, and that it signifies "surrounding or neighbouring "lands." Whichever be the correct reading, the allusion to the Vlie and the Marsdiep, as waters through which a vessel coming inwards from the sea would pass, is not affected thereby. See below, p. 353.

[4] *come up here*] This is intelligible if by the term "here" Amsterdam is meant.

[5] *should it be*] This article is identical with Articles xxv. and xxvi. of Verwer's Usages of Amsterdam.

[6] *Likewise*] This, which is evidently an independent article, is not numbered separately in the MS. In the Editio Princeps of 1505 the same order is observed. The Editor has accordingly observed the same rule as in Art. xlviii.

ART. 63. § xlviii. Item, weret dat eyn sturman eft eyn schipman sik be stede to enem schipperen[1] vnde de sturman efte schipman eyn schip koften,[2] dat he suluen voren wolde, so scholde he quid mogen wesen van dem[3] schipperen, vnde wad[4] he vp ge boret hadde, solde[5] he em wedder[6] geven.

ART. 64. § xlix. Item, weret dat eyn sturman eft[7] schipman sik to enem schipperen be stedede,[8] vnde de sturman efte schipman eyn wif[9] neme, vnde vp dem lande[10] bliven wolde, de scholde[11] quid wesen van dem schipperen,[12] men hadde he lon efte[13] gelt vp ge boret, dat scholde he em[14] wedder geven.[15]

ART. 65. § l. Item, deit[16] jenich[17] man mit synem schepe schaden enem anderen mit segelende, wert he be claget, de den schaden hefft ge dan,[18] unde dar[19] he dat waren[20] an den hilgen, dat it eme leit were, vnde

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1 *to enem schipperen*] to eynen scipper, K.
2 *koften*] kofte, K.
3 *dem*] deme, K.
4 *wad*] wat, K.
5 *solde*] scholde, K.
6 *wedder*] weder, K.
7 *eft*] efte, K.
8 *to enem schipperen be stedede*] bestedede to eynen scipperen, K.
9 *wif*] wyf, K.
10 *dem lande*] dat land, K.
11 *scholde*] scolde, K.
12 *van dem schipperen*] omitted, K.
13 *lon efte*] omitted, K.
14 *em*] deme schipperen, K.
15 *geven*] gheven, K.
16 *deit*] deyt, K.
17 *jenich*] yenich, K.
18 *ge dan*] ghedan, K.
19 *dar*] dor, K.
20 *waren*] sweren myt synem eyde, K.

ART. 63. § xlviii. Likewise, should it be[1] that a mate or a mariner engages himself to a master, and the mate or the mariner purchases a ship, which he intends to conduct himself,[2] he shall be at liberty to quit his master, and he shall pay him back what he has received from him.

ART. 64. § xlix. Likewise, should it be[3] that a mate or a mariner has engaged himself to a master, and the mate or the mariner takes a wife,[4] and wishes to remain on shore, he shall be quit of the master, but should he have received any pay or money, he shall give it back to the master.[5]

ART. 65. § l. Likewise, should any man[6] cause damage to another's [ship] with his ship in sailing, and should the latter complain against him who has done the damage, and the former dare aver upon the holy relics,[7]

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[1] *should it be*] This article is identical with Article xxvii. of Verwer's Usages of Amsterdam.

[2] *to conduct himself*] The Customs of the Sea, ch. xi., sanctioned the same liberty in the case of a mate.

[3] *should it be* ] This article is identical with Art. 28 of Verwer's Usages of Amsterdam.

[4] *takes a wife*] This is one of the conditions specified in the Customs of the Sea, ch. cxi., under which a mariner was at liberty to withdraw from the service of a ship before it commenced its voyage.

[5] *the master*] The reading of the MS. is "him," i.e., the master.

[6] *should any man*] This article is intended to apply to damage done by collisions between ships under way, and not, as in the preceding fifty-first article, where a vessel under sail comes into collision with a vessel at anchor. It is identical with the Lubeck Code II., Art. 116., and Code III., Art. 283; but the usage may be traced back in the north to the year 1261, when the Consuls of Hamburgh stated in reply to the Senate and Consuls of Lubeck, what the law in such cases of collision was at Hamburgh. Item ubicunque quis alium advelat, quod dicitur "angheseghelet," et dampnum fecerit eidem, cum idem culpavit eundem hoc voluntarie fecisse; si idem audet supra reliquias jurare, quod fecerit sine suo consensu, medietatem dampni persolvet, prout ostendere possit bonis viris ydoneis et probare. Si vero non fuerit ausus jurare, tunc debet dampnum, quod fecit, totaliter emendare. Lappenberg, Geschichte der Deutschen Hanse, vol. i., p. 75.

[7] *holy relics*] "Sic Deus me adjuvet "et ista sancta," was the concluding formula of the customary

des[1] schaden nicht be waren mochte, so schal[2] he eme den schaden half gelden,[3] vnde dar[4] he des nicht waren vnde sweren an den hilgen, so schal[5] he eme den schaden al hel gelden.

ART. 66. § li. Item, wor eyn schipper wynnet eynen sturman eder[6] leitzagen[7] eft[8] schipman, deme sint se plichtich ere reise[9] vul to donde, also[10] se em ghe louet[11] hebben. Weret dat eyn[12] des nicht holden en wolde[13] so schal[14] he deme schipperen dat gantze lon[15] wedder geuen, dat he[16] vp ge boret heft unde dar to schal he geven van synes sulves gelde deme schipperen de hefte des geldes also he eme ge louet hadde. Ock en scal neyn schipper des anderen sturman leitzagen edder schipman entwynnen, were jenich de dat dede de schal ene van sich antworden deme de ene tom ersten ge wunnen heft, unde schal eme beteren mit so vele geldes, alse de erste de ene ge wunnen heft, edder he schal dat mit sinem rechten[17] be waren dat he en alder ersten ge wunnen hefft, unde de ge wunnen schal deme schipperen sine reise vuldon, unde umme sine missedaet dat he sik twen heren vor buth, so licht dat an deme schipperen wad he eme geven

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[1] *des*] den, K.
[2] *schal*] scal, K.
[3] *gelden*] betalen, K.
[4] *vnde dar*] unn dor, K.
[5] *schal*] scal, K.
[6] *eder*] edder, K.
[7] *leitzagen*] leitsaghen, K.
[8] *eft*] efte, K.
[9] *reise*] reyse, K.
[10] *also*] als, K.
[11] *ghe louet*] ghelauet, K.
[12] *eyn*] se, K.
[13] *holden en wolde*] wolden holden, K.
[14] *schal*] scal.
[15] *dat gantze lon*] omitted, K.
[16] *dat he*] alzo wi vor ghesecht unde geordineret hebben, K. The rest of this article has no place in K., but the following colophon is appended. Hyr eyndet dat Gotlansche Water Recht, dat de gemeyne Kopman unn Schippers geordineret unn ghemaket hebben to Wisby, dat sik alle man hyr na richten mach.
[17] *rechten*] Slyter adopts "rechte" here on the authority of MS. B. Syneme rechte is the reading in Art. i.

that he is sorry for it and could not prevent the damage, thereupon he shall pay him half the damage; and if he will not aver and swear upon the holy relics, he shall pay him all the damage.

Art. 66. § li. Likewise, when a master [1] hires a mate or a pilot or a mariner, they are bound to complete all their voyage as they have promised him. Should it be that any one will not do so, thereupon he shall give back to his master all the wages, which he has received,[2] and in addition thereto he shall give from money of his own to the master the half of the money for which he was hired. Further no master shall entice away the mate or the pilot or the mariner of another. Should it be that any one does this, he shall give him up to him who first engaged him, and he shall compensate him with as much money as the first engaged him for, or he shall aver on his oath that he has engaged him the first, and the person who has been engaged shall complete the voyage for his master, and on account of his misconduct in engaging himself to two masters, it shall rest with his master what he will

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oath. "Ista sancta" is frequently translated "the saints" erroneously. Its proper meaning is "these holy "things," namely, the holy relics, which were termed "halig dom" amongst the Anglo-Saxons, as used in the form of oath administered by the admiral in England, Vol. I., p. 43.

[1] *when a master*] This article is identical with the first article of the MS., which agrees with the Lubeck Code II., Art. 122, and Cod. III., Art. 289. The concluding article of the Editio Princeps of 1505 begins in the same manner, but it terminates in the middle of the second sentence.

[2] *received*] The scribe of the Editio Princeps, upon breaking off the text with the word "gheven," adds the words "as we have before "said and ordained," which have evidently reference to the first article.

wil schiper nicht van synem lone, wente he id to rechte vor merde var loren heft.[1] etcetera.

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[1] This appears to have been the concluding article of the most ancient collections of the Gothland Sea Laws, which is confirmed by the text of MSS. B. and D., which are in the library of the University of Copenhagen. MS. B. is in the handwriting of the latter half of the fifteenth century, and belonged to the archiepiscopal see of Lund, in Sweden. The other MS. D. is a little later, but of the same period. It omits "et cetera," and there is appended to it the following colophon:—

Hyr heft sick dyt buck eyn ende,
God uns gyve gude ende. Amen.

beneath which is subscribed "ghes-"creven uppe Nilspinghe in unser "leven vrouwen avende visitacionis "jn deme jare nonagesimo 4to." Written at Nyköping (Nilspinghe) on the Eve of the Visitation of our Lady the Virgin, in the year ninety-four, that is, 1494.

give him or not of his wages, since he has lost all right to them, et cetera.[1]

[1] There are in the University Library at Copenhagen two MSS. volumes written in the latter part of the xvth century, which contain various Danish Laws, and likewise a body of Sea Laws entitled "Recht "Vather Recht," which do not comprise the first fourteen articles of the present collection of Gotland Sea Laws, as contained in MS. A., but do comprise all the other articles, including the 66th. This fact suggests a probable explanation of the apparent repetition in this place of the article, with which the text of the Gotland Sea Laws commences in MS. A., namely, that the scribe, who compiled the second portion of those laws, which commences with the 15th article, was not the same person who compiled the earlier portion containing the first fourteen articles. This probability is confirmed by the circumstance that MS. A., which is the only MS. of the fifteenth century that contains the whole series of Sea Laws, is not written in one and the same handwriting, and that whilst the Lubeck Laws, which constitute the fourteen first articles, are written by the same hand which has written the various Danish Laws which precede them in the volume, the remaining fifty-two articles are in another handwriting, although of the same period. Professor Slyter considers these latter articles to have formed originally a separate codex, and is of opinion that the person, who had the volume bound up, brought them into connection with the first fourteen articles, and inserted in the margin a series of Arabic numerals in continuation of the first fourteen articles. See Introduction.

# VARIOUS READINGS

OF THE TEXT OF THE

# LIBER NIGER ADMIRALITATIS,

AS COMPARED WITH THE TEXTS OF THE

# WHITEHALL MS., AND OF THE COTTON MS.

VESPASIAN No. XXII. IN THE BRITISH MUSEUM.

# VARIOUS READINGS

OF THE

# WHITEHALL MS. AND OF THE LIBER NIGER ADMIRALITATIS,

RECENTLY DISCOVERED, AND NOW DEPOSITED IN THE

## REGISTRY OF THE ADMIRALTY COURT,

## VOL. I. pp. 2–174.[1]

| | Whitehall MS. | Liber Niger. |
|---|---|---|
| p. 2, l. 2 . . | toutes . . . . | tous. |
| „ 13 . . | tout le royalme | toute la royalme. |
| p. 4, l. 1 . . | balangers . . . | balengers. |
| „ 7 . . | devant . . . . | par devant. |
| p. 6, l. 12 . . | au . . . . . | ou. |
| p. 10, l. 2 . . | gents . . . . | gens. |
| „ 6 . . | la plus . . . | le plus. |
| „ 13 . . | fibz . . . . | filz. |
| „ 16 . . | leur . . . . | leurs. |
| p. 14, l. 2 . . | de guages . . . | des guages. |
| „ 19 . . | seront . . . . | sont. |
| p. 16, l. 4 . . | doncques . . . | donques. |
| „ 16 . . | cognu . . . . | congnu. |
| „ 19 . . | veve . . . . | veue. |
| p. 18, l. 16 . . | leave . . . . | leaue. |
| p. 20, l. 12 . . | enemys . . . | ennemys. |

[1] The references are made to the pages of the first Volume of the present work.

| | Whitehall MS. | Liber Niger. |
|---|---|---|
| p. 22, l. 4 | veve | veue. |
| „ 5 | senglants | seyglants. |
| „ 6 | veve | veue. |
| p. 24, l. 2 | ove | ore. |
| „ 4 | arrivi | arrive. |
| p. 30, l. 14 | la loy | loy. |
| p. 32, l. 17 | flotte | la flotte. |
| p. 34, l. 7 | avecques | avec. |
| „ 17 | lestal | lestale. |
| p. 36, l. 6 | ou aucun | et aucun. |
| p. 40, l. 1 | Johan atte Nashe | John atte Nasshe. |
| p. 42, l. 6 | ouwen | ewen. |
| „ 11 | iuree | juree. |
| „ 12 | ou quelz | au quelz. |
| „ 15 | a la prochain | au prochain. |
| p. 44, l. 10 | nul | aucun. |
| „ 12 | leauve | eaue. |
| p. 46, l. 2 | vuille | veuille. |
| p. 48, l. 1 | suffisant | suffisants. |
| „ 12 | especiall | especial. |
| p. 56, l. 14 | pour lui | pour luy. |
| p. 58, l. 6 | au service | au servise. |
| „ — | la quart | la quarte. |
| p. 60, l. 4 | my | mie. |
| p. 62, l. 19 | pourtant | pour tant. |
| „ 22 | meisme | mesme. |
| p. 64, l. 5 | dautres | autres. |
| „ 19 | venu | venuz. |
| p. 66, l. 3 | de l'admiral | de l'admiral (sic). |
| p. 68, l. 3 | franchise | franchises. |
| „ 8 | se aucun | saucun. |
| p. 72, l. 16 | la bulk | la bulke. |
| p. 74, l. 3 | se aucun | saucun. |
| „ 13 | coillage | toillage. |
| „ 23 | la ou eau | la ou eaue salee. |
| p. 76, l. 7 | atteint | attaint. |

| | Whitehall MS. | Liber Niger. |
|---|---|---|
| p. 76, l. 8 | fuitte | faitte. |
| „ 11 | se aucun | saucun. |
| „ — | alleve | alleue. |
| „ 20 | peschezic | pescherie. |
| p. 78, l. 3 | ou a ops | ou aux oeps. |
| „ 10 | aussi ou | aussi au. |
| „ 11 | frank | franke. |
| p. 80, l. 5 | amerciez | emerciez. |
| „ 10 | accordes | accorde. |
| „ 13 | wrekk | wrekke. |
| „ — | id. | id. |
| „ 16 | id. | id. |
| p. 84, l. 2 | trovees | treuvees. |
| „ 10 | deotantes. | doetantes. |
| „ 20 | id. | id. |
| p. 86, l. 3 | de navire | le navire. |
| p. 92, l. 6 | leurs | leur. |
| „ 7 | voiage | voyage. |
| „ 11 | id. | id. |
| „ — | frette | frett. |
| „ 17 | semperoit | sempiroit. |
| p. 94, l. 3 | lovent | louent. |
| „ 5 | enyveront | enyverent. |
| „ 7 | ainsi | ains. |
| „ 9 | cellui | celui. |
| „ 13 | nef | neft. |
| „ 15 | prend | prent. |
| p. 96, l. 1 | prenge | prengne. |
| „ 7 | son | sen. |
| p. 98, l. 11 | tonnel frank | tonne frank. |
| „ 18 | montrer | moustrer. |
| „ 21 | y doivent | ilz doivent. |
| p. 100, l. 2 | et se la nef | et se le maistre et si la nef. |
| „ 6 | boudc | boucle. |
| „ 11 | perdu | perduz. |
| „ 14 | leur fustailles | leur fustaille. |

| | Whitehall MS. | Liber Niger. |
|---|---|---|
| p. 104, l. 10 . . | painne . . . | paume. |
| „ — . . | si le mariner fiert. | sil le fiert. |
| p. 106, l. 11 . . | aler . . . . | aller. |
| p. 108, l. 11 . . | fuist . . . . | feust. |
| p. 110, l. 6 . . | veulent . . . | veullent. |
| „ 13 . . | pegent . . . | Pegent. |
| p. 112, l. 5 . . | frettez . . . | fretez. |
| „ 6 . . | frett . . . . | fret. |
| „ 8 . . | fretter . . . | freter. |
| „ 11 . . | trouvent . . . | treuvent. |
| „ 15 . . | poissant . . . | poisant. |
| „ 16 . . | veullent . . . | veulent. |
| p. 114, l. 4 . . | lovyer . . . | louyer. |
| „ 7 . . | love . . . . | loue. |
| „ 11 . . | marriage . . . | mareage. |
| „ 14 . . | lovez . . . . | louez. |
| p. 116, l. 16 . . | outre . . . . | oultre. |
| p. 118, l. 6 . . | lui . . . . | luy. |
| „ 9 . . | dommages . . | dommaiges. |
| „ 18 . . | love . . . . | loue. |
| p. 120, l. 2 . . | dommage . . . | dommaige. |
| „ 20 . . | affretir . . . | affreter. |
| p. 122, l. 18 . . | raisonnablement . | resonablement. |
| p. 126, l. 12 . . | continues . . . | contenues. |
| p. 128, l. 10 . . | plaist . . . . | plest. |
| „ 11 . . | au guyndas . . | a la guyndas. |
| „ 13 . . | sans quen . . | sans le quen. |
| p. 130, l. 3 . . | abbesser . . . | abesser. |
| p. 132, l. 12 . . | bowre . . . | boure. |
| p. 134, l. 7 . . | prennient . . . | prennent. |
| p. 136, l. 1 . . | levage . . . | leuage. |
| „ 6 . . | lovez . . . . | louez. |
| p. 138, l. 1 . . | jures . . . . | jurez. |
| „ 20 . . | du sel . . . | de sel. |
| p. 140, l. 3 . . | holdeheude . . | holdeheuede. |
| „ — . . | Endeffelde . . | Endesfelde. |
| „ 13 . . | dung lastwar . . | dun lastwar. |

| | Whitehall MS. | Liber Niger. |
|---|---|---|
| p. 140, l. 19 . . | de bolk . . . | de bolke. |
| p. 142, l. 9 . . | devezs . . . | devers. |
| p. 144, l. 5 . . | soit . . . . | sont. |
| „ 6 . . | Lushebon . . . | Lusshebon. |
| „ 12 . . | alovez . . . | alouez. |
| „ 15 . . | que . . . . | gre. |
| „ 21 . . | parte . . . . | partie. |
| p. 146, l. 5 . . | mettant . . . | mettent. |
| „ 17 . . | lui . . . . | luy. |
| p. 148, l. 4 . . | de treves . . . | les treves. |
| p. 150, l. 4 . . | batteaulx . . . | bateaulx. |
| „ 11 . . | id. . . . . | id. |
| „ 15 . . | trouve . . . | trove. |
| p. 152, l. 4 . . | aneautance . . | aneantance. |
| p. 154, l. 6 . . | sans le vendre . | sans le rendre. |
| „ 9 . . | arrestees . . . | arrestez. |
| „ 10 . . | per quoyl . . . | par quoy. |
| p. 156, l. 5 . . | buerre . . . | beurre. |
| „ 18 . . | croix . . . . | crois. |
| p. 158, l. 8 . . | wrak . . . . | wrake. |
| „ 9 . . | id. . . . . | id. |
| „ 10 . . | id. . . . . | id. |
| „ 11 . . | cok . . . . | coke. |
| „ 18 . . | in . . . . | en. |
| p. 160, l. 5 . . | Commendemants . | Comandementz. |
| „ 10 . . | parfourmir . . | parfournir. |
| „ 19 . . | entrez . . . | entrer. |
| p. 164, l. 18 . . | navie . . . . | navee. |
| p. 166, l. 19 . . | pouroient . . . | pourroient. |
| p. 168, l. 2 . . | plus . . . . | le plus. |
| p. 170, l. 7 . . | advantage . . | adventage. |
| „ 14 . . | wrek . . . . | wreke. |
| „ 20 . . | comitez . . . | countez. |
| p. 172, l. 1 . . | dadmiral . . . | de l'admiral. |
| p. 174, l. 5 . . | Marcus . . . | Marcius. |

## VARIOUS READINGS OF THE COTTON MS., VESPASIAN, No. XXII., IN THE BRITISH MUSEUM, AND OF THE LIBER NIGER ADMIRALITATIS, VOL. I. PP. 178—220.

| | Cotton MS. | Black Book. |
|---|---|---|
| p. 178, l. 1 | hæc | hoc. |
| „ 6 | contensum | contestatum. |
| p. 179, l. 9 | littigatur | litigatur. |
| „ 15 | contestatus | contestatus est. |
| p. 180, l. 18 | e contra | e contrario. |
| „ 21 | fiatum | feriatum. |
| „ 28 | diurnum | divinum. |
| p. 181, l. 2 | in | ut. |
| „ 19 | enim | tamen. |
| p. 183, l. 25 | peremisti | promisit. |
| p. 184, l. 1 | omissam | omisit. |
| „ 3 | Vellyani | Velliani. |
| „ 6 | rei judi | rei mei. |
| „ 8 | his | hiis. |
| „ 17 | ut | vel. |
| p. 185, l. 15 | deinde | de judice. |
| „ 19 | cuilibet | civilibus. |
| p. 186, l. 7 | si vero certum est eum non esse procuratorem vel non habere mandatum, repellitur | si vero certum non est eum procuratorem vel habere mandatum, repellitur. |
| „ 9 | conjuncta | convicta. |
| „ 11 | dominum | nimium. |
| „ 12 | si eum reus retro venire voluerit | si reus venire voluerit. |
| „ 25 | est | omitted. |
| „ 27 | contumacem | contumaces. |
| p. 187, l. 9 | suos | luere. |

| | Cotton MS. | Liber Niger. |
|---|---|---|
| p. 187, l. 11 | contreversia | controversia. |
| „ 13 | dissecrestari | discecrescari. |
| „ 19 | secrestacio | sequestracio. |
| p. 188, l. 25 | principales | principalis. |
| „ — | personæ | persone. |
| „ 26 | his | hiis. |
| „ 27 | litem | littem. |
| „ — | creatores | curatores. |
| „ 32 | legitimam | legittimam. |
| p. 189, l. 2 | his | hiis. |
| „ 3 | et | sed. |
| „ — | vitæ | in te. |
| „ 4 | verisimilis | verisimile. |
| „ 7 | defensione | deffensione. |
| „ 11 | tactis | tactos. |
| „ 14 | lites | littes. |
| „ 17 | amputanda | computanda. |
| „ 18 | urgentissima | vigentissima. |
| p. 190, l. 18 | lite | litte. |
| „ 20 | id. | id. |
| „ 21 | id. | id. |
| „ 22 | litem | littem. |
| „ 24 | pandantur | panduntur. |
| „ 30 | continetur | contra. |
| p. 191, l. 13 | et | etiam. |
| „ 16 | creatore | curatore. |
| „ 29 | consueverunt | consueverint. |
| p. 192, l. 4 | est presumptio | est de presumpto. |
| „ 20 | Solens | Volens. |
| p. 193, l. 24 | sciri | fieri sciri. |
| p. 194, l. 8 | inviti | injuri. |
| „ 19 | mendiator | mediator. |
| p. 195, l. 12 | Antonium | Anthonium. |
| „ 34 | breve | bene. |
| „ — | scienciæ | sentenciæ. |
| p. 196, l. 14 | indiccti | indicti. |

| | Cotton MS. | Liber Niger. |
|---|---|---|
| p. 197, l. 8 . . | agentes . . . | gentes. |
| „ 9 . . | septem . . . | omitted. |
| „ 15 . . | multus . . . | vultus. |
| „ 16 . . | fides . . . . | fidei. |
| „ 18 . . | unum . . . | unicum. |
| „ 21 . . | doca . . . . | docti. |
| „ 32 . . | demum productis . | deinde productis. |
| „ 33 . . | transitus . . . | transfectus. |
| p. 198, l. 1 . . | testes . . . | tempus. |
| „ 19 . . | si alio . . . | sine alio. |
| p. 199, l. 2 . . | originalem . . | originale. |
| „ 15 . . | sed sint . . . | sed si sint. |
| p. 200, l. 3 . . | qui . . . . | quum. |
| „ 9 . . | avocatis . . . | advocatis. |
| „ 18 . . | constructione . . | questione. |
| „ 25 . . | sine . . . . | et sine. |
| „ — . . | sententiam . . | sentenciam. |
| „ 26 . . | sententiis . . | sentenciis. |
| „ 27 . . | sententia . . . | sentencia. |
| p. 201, l. 6 . . | interlocutoriam . | interlocutoria. |
| „ 17 . . | vetuit . . . | recuit. |
| „ 18 . . | possit . . . | potest. |
| „ 26 . . | licte non contestata | litte contestata. |
| „ 29 . . | post litem . . | post littem. |
| „ 30 . . | habitamque . . | habitam. |
| „ 34 . . | lictis . . . . | littis. |
| p. 202, l. 7 . . | sententia . . . | sentencia. |
| „ 11 . . | id. . . . . | id. |
| „ 13 . . | promunciat . . | pronunciat. |
| „ 14 . . | insolutumdacione . | insolictudatione. |
| „ 16 . . | sententiæ . . | sentenciæ. |
| „ 21 . . | sententia . . . | sentencia. |
| „ 22 . . | id. . . . . | id. |
| „ 25 . . | sententiæ . . . | sentencie. |
| „ 30 . . | subcumbit . . | succumbit. |
| p. 203, l. 22 . . | lictum . . . | littum. |

| | Cotton MS. | Liber Niger. |
|---|---|---|
| p. 203, l. 23 . . | executore . . . | executor. |
| „ — . . | exquendo . . . | exequendo. |
| p. 204, l. 5 . . | ilico . . . . | illico. |
| „ 12 . . | defensus . . . | deffensus. |
| „ 14 . . | id. . . . . | id. |
| „ 16 . . | licet contra procuratorem possit habere regressum | omitted. |
| „ 32 . . | sive . . . . | sine. |
| p. 205, l. 2 . . | novis . . . . | novi. |
| „ 3 . . | pertineant . . | pertineat. |
| „ 4 . . | illo . . . . | illis. |
| „ 5 . . | prestare probationes | prestare probare probationes. |
| „ 10 . . | refficere . . . | reficere. |
| „ 11 . . | lictis si subcumbat | littis si succumbat. |
| „ 12 . . | subcumbat . . | succumbat. |
| „ 14 . . | debent . . . | debet. |
| p. 206, l. 1 . . | spatium . . . | spacium. |
| „ 4 . . | nam nimis jejunaret, si ille, cui præstanda sint alimenta. | omitted. |
| „ 25 . . | condempnati . . | condempnatis. |
| „ 28 . . | et debet fieri execucio in bonis condemnati | omitted. |
| p. 207, l. 1 . . | illis . . . . | illius. |
| „ 4 . . | stipenda . . . | stipendia. |
| „ 13 . . | quoniam aliquando reus conventus confitetur | aliquando reus conventus comparet et confitetur. |
| „ 14 . . | contumaciter abest | contumaciter se habet. |
| „ 16 . . | quodam . . . | quadam. |

| | Cotton MS. | Liber Niger. |
|---|---|---|
| p. 207, l. 29 . . | se absentem . . | quis se absentaverit. |
| p. 208, l. 13 . . | et de lite . . | ei de lite. |
| „ 30 . . | Bononiensis . . | omitted. |
| p. 209, l. 25 . . | habet jus . . | jus habens. |
| „ 26 . . | si autem illa . . | et illa. |
| „ — . . | vult . . . . | voluerit. |
| „ 31 . . | non dummodo . | nondum modo. |
| p. 210, l. 4 . . | idoneus . . . | ydoneus. |
| „ — . . | nisi . . . . | non. |
| „ 5 . . | lictem . . . | littem. |
| p. 211, l. 2 . . | secundum loco . | secundo loco. |
| „ 5 . . | satisfieri non potest | satisfieri possit, reservat judex illi vel illis, quibus satisfieri non potest. |
| „ 8 . . | inducat . . . | indicat. |
| „ 11 . . | habens . . . | habes. |
| „ 22 . . | junxerit . . . | innexerit. |
| p. 212, l. 20 . . | famuli . . . | famulie. |
| „ 21 . . | creatoris . . . | curatoris. |
| „ 29 . . | sue . . . . | sive. |
| p. 213, l. 4 . . | sit . . . . | sic. |
| „ 13 . . | cujus . . . . | civis. |
| „ 21 . . | deferre . . . | defferre. |
| p. 214, l. 3 . . | tam . . . . | cum. |
| „ 17 . . | quod . . . . | quem. |
| „ 28 . . | quæ non . . . | accusare quæ non. |
| „ 29 . . | cetibus . . . | cecibus. |
| p. 215, l. 4 . . | Corneliana . . | Cornelia. |
| „ — . . | testamentaria . . | testamenteria. |
| „ 5 . . | milictes . . . | milites. |
| „ 14 . . | patrones . . . | patronos. |
| „ 15 . . | quinquaginta . . | quadraginta. |
| „ 24 . . | incendat . . . | intendat. |

| | Cotton MS. | Liber Niger. |
|---|---|---|
| p. 216, l. 11 . . | crimina, accusatus est | crimina prosequi, licet accusator possit ab aliis accusari. Item si quis accusatus est. |
| „ 20 . . | non immo . . | non habet ymo. |
| p. 217, l. 14 . . | bonorum autem . | bonorum aut. |
| „ 19 . . | si ille qui defendit | ille quem deffendit. |
| p. 218, l. 5 . . | defencione . . | defensione. |
| „ 16 . . | tormenta . . . | tormento. |
| „ 23 . . | interpretatione . | interpretationes. |
| p. 219, l. 2 . . | per minores . . | perdimores. |
| „ 10 . . | scilencio . . . | silencio. |
| „ 16 . . | in et . . . . | in. |
| „ 18 . . | comisso . . . | commisso. |
| „ 26 . . | commicti . . . | committi. |
| „ 29 . . | comissi . . . | commissi. |
| „ 32 . . | comiserunt . . | commiserunt. |
| p. 220, l. 2 . . | legitime . . . | legittime. |

## Various Readings of the Whitehall MS. and of the Liber Niger Admiralitatis, Vol. I. pp. 223–342.

| | Whitehall MS. | Liber Niger. |
|---|---|---|
| p. 223, l. 11 . . | captor . . . | captoris. |
| p. 227, l. 8 . . | orditum est . . | ordinatum est. |
| „ 14 . . | prætextum . . | prætextu. |
| „ — . . | seu . . . . | sue. |
| „ 22 . . | ut lagatos . . | utlagatos. |
| „ 23 . . | consistantur . . | confiscantur. |

p. 228. The order of the xxii. and xxxii. Articles, as they are arranged in the Whitehall MS., is inverted in the Black Book, as likewise in Sir E. Simpson's edition of Rowghton's Articles.

| | Whitehall MS. | Liber Niger. |
|---|---|---|
| p. 231, l. 18 . . | vendent . . . | vendentes. |
| „ 19 . . | legiorum ejus . . | legum ejus. |
| p. 232, l. 5 . . | convicti . . . | et convicti. |
| p. 234, l. 3 . . | hastyng . . . | hastynges. |
| p. 235, l. 6 . . | parcella . . . | parcellas. |
| „ 10 . . | hastyng . . . | hastynges. |
| p. 237, l. 5 . . | absiderunt . . | absciderunt. |
| „ | There is the same error in the Black Book in numbering the Articles henceforward, as in the Whitehall MS., contrary to what is stated in Sir E. Simpson's edition of Rowghton's Articles. | |
| p. 238, l. 4 . . | comiserat . . . | commiserit. |
| p. 240, l. 4 . . | una . . . . | uno. |
| „ 25 . . | membra . . . | membri. |
| p. 241, l. 22 . . | wayveatas . . | wayveatis. |
| p. 242, l. 20 . . | majestatis . . . | magestatis. |
| p. 243, l. 7 . . | necia . . . . | recia. |
| „ 11 . . | hinc . . . . | tunc. |
| „ 23 . . | juxta . . . . | juxta<br>contra (sic). |
| p. 250, l. 20 . . | cujuslibet . . . | cuilibet. |
| p. 264, l. 10 . . | propria . . . | proprie. |
| p. 280, l. 24 . . | alia demera . . | et alia denaria. |
| p. 302, l. 33 . . | felon . . . . | selon. |
| p. 304, l. 4 . . | le mestier . . | se mestier. |
| p. 324, l. 2 . . | desconsit . . . | desconfit. |
| p. 326, l. 12 . . | il y avoir . . | il doit y avoir. |
| p. 330, l. 22 . . | yndices . . . | indices. |
| p. 332, l. 18 . . | præparare . . | properare. |
| p. 334, l. 6 . . | attroier . . . | ottroier. |
| „ 13 . . | chise . . . . | chice. |
| „ 16 . . | escient . . . | eschient. |
| p. 342, l. 30 . . | accedisse . . . | accidisse. |

# GLOSSARY

OF

# ANGLO-NORMAN AND GASCON WORDS.

# GLOSSARY.

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## A.

**ABATUE**, II. p. 44. Abated; a legal term signifying that a suit has been terminated by some valid exception having been taken to the plea.

**ABECE**, II. p. 60. It lets down; se abece, it slides down, it lets itself down; another form of abesser.

**ABECEE**, II. p. 164. Let down, or lowered.

**ABBESSER**, I. p. 130. To lower. Modern French, baisser.

**ACCROCHENT**, I. p. 74, p. 412. They assume to themselves, they usurp.

**ACHIEF**, II. p. 292. At the end.

**ACODUME**, II. p. 410. Accustomed. Fr. accoutume.

**ACOINDANCE**, II. p. 300. For company's sake.

**ACOMPAIGNONE**, II. p. 344. An associate in the voyage.

**ACOUN**, II. p. 58, p. 74. Any. *See* ACUN.

**ACRESCHET**, II. p. 316. Increases. Lat. adcresco.

**ACUMPLI**, II. p. 160. Completed, accomplished, part. past.

**ACUMTE**, II. p. 90. An account.

**ACUN**, II. p. 78. Any. Modern French, aucun.

**AD**, II. p. 32. Has.

**ADERER**, I. p. 456. Behind. Modern French, derrière.

**ADMIRAL**, I. p. 2, p. 144. An admiral.

**ADMIRAL DENGLETERRE**, I. p. 418. Admiral of England.

**ADMIRALTE**, I. p. 168, p. 170. The Admiralty.

**ADONC**, II. p. 254. At this time.

**ADVENANS**, II. p. 442. The shares, which devolve upon each person.

**ADVIENDROIENT**, I. p. 440. Accrue to.

**ADVIENGNE**, I. p. 43. Should arrive.

**ADYREEZ**, II. p. 134. Lost, or in arrear.

**ADOUBER**, I. p. 92. To repair, or to refit.

**ADUNKES**, II. p. 22. Thereupon.

**AFFEERT**, II. p. 136. *See* AFFIERT.

**AFFERANT**, I. p. 6, p. 142, p. 170. What is due to, or is suitable to.

**AFFEORER**, II. p. 176. To measure or to estimate.

**AFFIAGE**, II. p. 394. Stowage of a ship.

**AFFIANCER**, II. p. 268. To find sureties.

AFFIEMENS. II. p. 288. Fixtures.
AFFIEMENT, II. p. 290.

AFFIERT, I. p. 8., p. 12., p. 42. Becomes, or is suitable to.

AFIER, II. p. 224. To fasten or secure.

AFORFAIT, II. p. 422. Offence.

AGAIT, I. p. 306. Watch for, lie in wait for.

AGARAUNT, II. p. 24. A warrantor. *See* GARANT.

AGARDE, II. p. 36. Awarded, adjudged, part. pass.

AGARDONS, I. p. 62. We award.

A GENT, II. p. 386. À gents, for persons. À LA GENT, p. 388.

AGRENHOR, II. p. 218. At a greater.
AGRENOR, II. p. 238. The same.

AGU, II. p. 286. Received, had.

AGUIGNE, I. p. 428. It happens. The word is probably a mis-writing for avigne.

AIEL, I. p. 300. An uncle.

AIGRES, II. p. 366. Vinega.

AIGUE, II. p. 414. Water.

AIGUENE, II. p. 426. Hatred.

AINCOYS, II. p. 434. On the contrary.

AINGE, II. p. 352. Hatred.

AIOSTER, II. p. 254, p. 272, p. 280. To adjust. AIOSTEIT, p. 316.

AISELES, II. p. 370, Arm-pits. Lat. axilla. Fr. aisselle.

AIUT, I. p. 318. May help.

AJUGET, II. p. 348. Adjudge.

AKATOUR, p. 116, p. 188; II. p. 112. A buyer or purchaser. Modern French, acheteur.

ALESMENDER, II. p. 212. To pay a fine. ALESMANDAR, p. 214. The same.

ALIANCE, II. p. 384. An alienation. This word may be a mis-writing for alienee, sold, alienated.

ALHORS, II. p. 210. Elsewhere.

ALHOUER, II. p. 230. To remove to a distance.

ALLEGEMENT, I. p. 58. An allegation.

ALLENE, I. p. 74. Alien, or foreign.

ALLEVER, II. p. 440. To raise.
ALLEVE, I. p. 72, p. 76. He has raised.

ALLOYGNE, II. p. 42, p. 74. *See* ALOYGNE. He keeps away at a distance.

ALONGNIER, I. p. 110. To remove, or place at a distance.

ALOUE, II. p. 218. TOUT ALOUE, all along; altogether.

ALOURE, II. p. 358. At the hour.

ALOYGNE, II. p. 46. *See* ALLOYGNE. He absents himself.

AM, II. p. 210. With.

AMARRAGES, II. p. 450. The berths, or spaces allowed to each seaman to stow his venture on board a ship.

AMARREA, II. p. 214, p. 228. Anchored.

AMERAL, II. p. 426. An admiral.

AMONESTER, II. p. 290. To admonish. Lat. admonere.

AMONESTE, II. p. 150. Admonished, participle past.

AMONICIOUN, II. p. 150. An admonition or warning.

AMONT, I. p. 308, II. p. 204. Upwards; inland; opposed to aval, downwards or seawards.

ANCRA, II. p. 230. An anchor.
ANCRAS, p. 220. Anchors.

ANCEYS, II. p. 327. Also. Anglo-Norman ançois.

ANEAUTANCE, I. p. 152. Impairment, or destruction.

ANEENTY, II. p. 64. *See* ANIENTY.

ANENTIR, II. p. 36. To destroy, or to weaken.

ANGET, II. p. 318. Goes. SEN ANGET, II. p. 332, p. 374. Goes away.

ANGINS, II. p. 460. Engines or nets. ENGINS, *ib.*

ANIENTY, I. p. 86. Weakened; impaired.

ANNE, II. p. 426. Year.

APEAU, II. p. 350. I challenge; I appeal.

APELON, II. p. 298. They call.

APLEGER, II. p. 256. To find sureties (plegios).

APOKE, II. p. 386. Resting upon. Fr. appuyé.

APPARECHET, II. p. 256. Should appear. APAREST, p. 280, p. 308.

APPAREIL, II. p. 434. Ship's apparel.

APPARELHS, II. p. 211. A ship's furniture or apparel.

APPAROISTRONT, II. p. 450. Shall be apparent.

APPERCEYVE, I. p. 26. Shall perceive. APPERCEU, p. 428, perceived.

APPERGENT, II. p. 24. Appear.

APRECIEES, II. p. 216. Appraised. APRISEIS, p. 228. The same.

APPRISEE, I. p. 108. Appraised or estimated.

ARA, II. p. 340. Shall have. ARONT, II. p. 344, plural.

ARBLASTIERS, I. p. 427. The cross-bow men, arbalastriers; unless arbalestrièresor vessels manned with cross-bow men are here intended.

ARBER, II. p. 422. To shelter himself.

ARCSOUN, II. p. 162. Arson, burning.

ARCHA, II. p. 234. A chest; Lat. arca.

ARCHE, I. p. 114, II. p. 452. A chest. ARCHES, II. p. 386. Chests.

ARDZ, I. p. 80. Burnt, participle past.

ARGUEL, II. p. 186. Potter's clay.

ARKE, I. p. 34. A box.

ARMOGAN, II. p. 456. A favourable wind. This word is peculiar to Garcia's and Cleirac's versions of the Rolls of Oleron. It occurs in no other known treatise. It is said by certain lexicographers to be a sea term familiar to the mariners of the Mediterranean. The Editor is disposed to regard it as a corrupt word.

ARREEM, II. p. 154. *See* ARREM.

ARREM, II. p. 190. Brass. Lat., æs, æris.

ARRERISMENT, I. p. 412. The throwing into arrear.

ARREYRES, II. p. 214. Afterwards.

ARS, II. p. 172. Burnt.

ARTILLENT, I. p. 449. Equip or supply with artillery.

ARTILLERIE, I. p. 148, p. 444, p. 449. Artillery. ARTILLERIES, I. p. 439.

ARTILLERYE, I. p. 433, p. 440, p. 447 p. 449. *See* ARTILLERIE.

ASCER, II. p. 190. Steel. Modern French, acier. Lat. acies, the sharp edge of a knife.

ASETHA, II. p. 230. It dries.

ASSEICHE, II. p. 450. Dries up.

ASSEURES, II. p. 456. This word should probably be written affeures, put up to auction.

ASSIAGE, II. p. 372. Stowage of a ship. *See* AFFIAGE.

ASSIDUOOS, II. p. 344, Attendant on.

ASSISE, II. p. 32, p. 42. The great assise instituted by Henry II. in substitution for trial by battle in the King's Court.

ASSISIA, II. p. 414, p. 418. Assise. Lat., assessus.

ASSONEOUR, II. p. 40. The party who makes excuse for another who has been summoned and fails to attend a court.

ASSOULDRE, I. p. 331. To acquit or absolve.

ASTIVEMENT, II. p. 362. In haste.

ATAINS, II. p.424. Accused, attainted.

ATAINZ, II. p. 424. The same.

ATENT, II. p. 236. He detains.

ATOTEFOIX, I. p. 428. At all times.

ATTORNE, II. p. 134. A power of attorney.

ATTOURNER, II. p. 64. To attourn to. A legal term signifying to do homage to the lord of the fee, or of the manor.

ATTOURNEMENT, II. p. 86. The doing homage to the lord of a fee.

ATTROIER, I. p.334. To grant; another form, or a miswriting of ottroier.

AVAL, I. p. 413. Downwards, or below.

AVALET, II. p. 396. Goes away; probably a miswriting for an alet.

AVALLER, I. p. 130. To lower or to let down.

AVANTURA, II. p. 234. Adventure.

AVECQUES, I. p. 18. With. Modern French, avec.

AVEIGNE, II. p. 400. It should happen.

AVENT, II. p. 344. It happens. Fr., il avient.

AVENTURE DE DIEU, I. p. 114. Under God's providence.

AVERER, II. p. 38. To assert or to aver.

AVERS, II. p. 394. The goods or cargo of a ship.

AVEYEMENT, II. p. 154. A declaration.

AVEYGNE, II. p. 178. Should happen.

AVEYREMENT, II. p. 26, p. 38. An averment or proof.

AUGES, II. p. 192, p. 200. Dishes.

AVIENGNE, I. p. 120. Should happen.

AVIENT, II. p. 212. It happens.

AULMOSNES, II. p. 470. Alms. Lat., eleemosyna, from the Greek.

AVIGNE, I. p. 429. It should happen.

AVIRONS, I. p. 150. Oars.

AVISANTZ, I. p. 52. Having regard to, being concerned with.

AULTRES, II. p. 434. Others.

AUMEPARTZ, II. p. 204. Both sides of.

AUNE, II. p. 176. An ell. Three-quarters of a yard English, or seventy centimetres French.

AUNER, II. p. 160. To measure, from aune, an ell, the standard measure of length in the town of Ipswich.

AUNNE, II. p. 196. The same as AUNE.

AVOER, II. p. 284. To vouch a warrantor. AVOE, II. p. 304. Vouched. AVOET, II. p. 260, p. 304. He vouches.

AVOOT, II. p. 258. He vouches; probably a miswriting for 'avoet.'

AVOUET, II. p. 258. He vouches, or undertakes to produce a warrantor of title.

AVOWERIE, II. p. 86, p. 156. An averment or declaration.

AUQUN, II. p. 304. Any one. Fr., aucun.

AUBES, II. p. 384. Havens.

AUST, II. p. 230. Should have.

AUTIELE, I. p. 415. Such or the same.

AUTRAS, II. p. 230. Probably a miswriting of the scribe for ancras.

AUTREFEZE, II. p. 100. At other times, otherwise.

AUTRETAN, II. p. 276. In a similar manner.

AUTZ, II. p. 118, p. 194. Garlic.

AVYROUNS, II. p. 192. Oars.

AYGUELYNS, II. p. 190, of or belonging to lambs.

AYNZ, II. p. 276. Accordingly.

AYSSELES, II. p. 414. Arm-pits. *See* AISELES.

AYRON, I. p. 46. An oar.

B.

BAC IREN, II. p. 190. Wrought iron.

BACINET, I. p. 308. Bassinet, the basin or projecting part of a helmet in front of the face.

BACHELER, I. p. 6, p. 8. A knight bachelor.

BACUN, II. p. 194. Bacon.

BACYNET, II. p. 457. *See* BACINET.

BAILGET, II. p. 304. He delivers over.

BAILHEE, II. p. 288. Given in trust, part. passive.

BAILLER, I. p. 90, p. 126; II. p. 258. To deliver to, to deliver over.

BAILLIE, II. p. 134. The local jurisdiction of a bailli or magistrate, what is sometimes termed a bailliwick.

BAILLIER, I. p. 124. *See* BAILLER.

BAILLIFS, I. p. 68, p. 78. Bailliffs, magistrates either of the king or of the lord.

BAILLIFS D'EAU, I. p. 72. Water bailliffs, who exercised the royal authority in sea-ports and in maritime places.

BAILLIS, II. p. 424. A magistrate or judge.

BALHER, II. p. 212. To furnish or supply.

BALINGUES, I. p. 110, p. 230. Floats or buoys.

BALINGUEES, I. p. 120, part. Marked out with buoys.

BALEYNE, I. p. 152; II. p. 192. A small species of whale according to some authorities; according to others it is considered to be a fish called the sea-bream, of the genus Pagellus, which according to Pliny, Hist. Nat., l. xx. § 88, was supposed to accompany the whale. It is probable that the term was in use to denote several varieties of the genus "whale." The season of their appearance

in the British Channel was between September and March. The Basques were renowned whale-fishers, and the capture of whales is specially provided for in Garcia's Roole d'Olayron, Art. XLII., *see* Vol. II. p. 474.

BALLISE, II. p. 468. A landmark.

BAILLON, II. p. 332. Guardianship.

BALOIGNES, II. p. 450. Another form of balingues, signifying floats to show where anchors are laid in port.

BANDEMENT, II. p. 144. Boldly.

BARDE, II. p. 186. A pack of cloth.

BAROUN, II. p. 32, p. 56. A husband.

BARYL, II. p. 180. A barrel of ashes.

BASTOUN, II. p. 94, p. 186. A cudgel or staff.

BATAILLE, I. p. 46; II. p. 348. The wager of battle; trial by battle between the parties themselves or their champions.

BATAILLIE, II. p. 36. *See* BATAILLE.

BATEL, II. p. 194. A boat.

BATELER, II. p. 238. A youth.

BATERIE, II. p. 94. Battery, assault. BATERYE, II. p. 94. The same.

BATEUX, II. p. 194. Boats, the plural of batel.

BATON, II. p. 260, p. 336. A battery, or a beating.

BATOR, II. p. 336. A beater, one who beats or assaults another.

BATUZE, II. p. 260. Beaten, part. past.

BEDEA, II. p. 356. Bedel. Lat. bedellus. Fr. bedeau.

BERBYTE, II. p. 202. A sheep.

BEREMEN, II. p. 178. Porters or licensed carriers.

BESCHES, II. p. 200. Spades or shovels.

BESOGNE, I. p. 28. Want, or need. BESOIGN, I. p. 12. BESOIGNE, I. p. 408. BESOING, I. p. 66, p. 116, p. 441. BESONGNES, I. p. 6. BESOYGNES, II. p. 16. BESOIG, II. p. 414, p. 416.

BESOIGNABLE, I. p. 6. Necessary, requisite.

BEVRATGE, II. p. 232, p. 236. Drink.

BEUS, II. p. 212. Beautiful, fine. Fr. beau.

BEYLES, II. p. 194. Hoops nailed to the sides of a vessel for the support of an awning or tilt. Vessels so fitted were called tilt-boats.

BEYVRE, II. p. 176. To drink. Fr. boivre.

BEUQUER, II. p. 172. The name of a measure, or bushel. Probably such a one as was in use in the fairs held at Beaucaire in Provence, from which it derived its appellation, a bushel of Beaucaire.

BILLE, I. p. 314. The bill or plea of a party suing in court. BILLES, I. p. 304. Pleas.

BISE, II. p. 118. A specimen or sample of goods. The word may be a mis-writing of scribe for "vise," view or inspection.

BLAUNKE SEEL, II. p. 194. White salt.

BLAUNKES DE VEYR, II. p. 190. The name of a species of white fur

with dark spots, of the ermine or squirrel kind.

BLECIER, II. p. 292. To hurt or to wound. Fr. blesser.

BLED, I. p. 86, p. 148. A species of grain, wheat. BLEDS, I. p. 160. BLEDZ, I. p. 70, p. 78. BLEE, I. p. 160.

BLEMISSEMENT, II. p. 150. Damage or prejudice.

BLEMYES, II. p. 156 Hurt or impaired.

BLESAST, II. p. 216. Should wound himself, or should be wounded.

BLESSEYENT, II. p. 438. Wounded.

BLYNDESTAKES, I. p. 152. A species of stakes or poles, upon which nets or bags to catch fish were fixed.

BOCCLES, II. p. 222. Bulkheads.

BOCHE, II. p. 354. A mouth. Lat. bucca. Fr. bouche.

BOCIOS, II. p. 302. Woods, or woodlands.

BOGEE, II. p. 190. A badger.

BOIEROPE, I. p. 166. A rope by which a buoy is attached to an anchor.

BOISSEL, I. p. 80. A bushel. BOISSELZ, the plural of the same word, I. p. 80, p. 162.

BOISSON, II. p. 300. A bush or hedge ; diminutive of bois, a wood or tree. BOYSSON, II. p. 300. Brushwood.

BOLK, p. 140. Bulk. The meaning of this word, as applied to a mariner's venture in coals, is not altogether clear. If the translation is correct, "free of bulk," the phrase seems to imply that some payment was made on shipment of the coals, from which the mariner was to be exempt. On the other hand, the proper translation may be "he is entitled to "have a space to stow his venture, free of all payment, equal "in capacity to the space which "two quarters of coals would "occupy."

BOLKE, II. p. 156. "Broken bolke" is represented in the text of the Domesday as an "Englyssh" phrase, as if its derivation was to be sought for in the Flemish or the Frisian tongue. "BREAK" is the same with the Flemish "braek," but the derivation of "bulk" is not so obvious. In an ordinance of king John, I. p. 72, the phrase, "debrise la bulk;" or, "debryse la bulke" occurs, in the sense of disturbing the cargo after it has been properly stowed. The words "bulkheads" and "bulk load" belong to the same family, as likewise the word "bulk" itself, as denoting the capacity of a ship to carry cargo. On the other hand, the word "balk" or baulk, which is used to signify a breakwater, is connected with the Danish biœlker, and the Swedish "balkar." It may be conjectured that the bulkheads of the ship were the timbers into which the bulks were fitted, by which the cargo was divided in compartments, and kept steady from rolling with the movement of the ship, and either

damaging itself or damaging the ship. It was probably necessary to knock away and sometimes to break the bulks or timbers to get at the cargo, for instance, in a vessel which brought salt from Rochelle, or grain from the Baltic ports, and hence has been derived the term "breaking bulk." On the other hand, in the Constitution of the Guild of Shipowners at Bayonne, drawn up in the reign of king John, there is this provision, "quod nullus rector vel "nautarium præsumat affretare "navem suam, nisi primo boglata "fuerit," which M. Lappenberg considers to mean, until the ship has been sealed; in other words, has her license to sail sealed, "bullata," from "bulla;" whilst M. Pardessus traces the word "boglata" to the English word "bulk," and considers the provision to mean that the ship was required to have her bulks or compartments fitted, before she took any cargo on board.

BON HOMME, II. p. 166. A respectable burgess, of the class from which the aldermen or portmen of a borough were selected.

BONES GENTZ, II. p. 98, p. 150, p. 162. The substantial citizens or burgesses of a town.

BONNE, II. p. 306, p. 358. A boundary-post or paling.

BORGOIS, II. p. 254. A burgher or burgess.

BORT, II. p. 438. The board or deck of a ship.

BOTE, II. p. 124. *See* BOUTE.

BOTIZELLE, II. p. 366. Bottle. It. bottiglia. Fr. bouteille.

BOURGAYS, I. p. 440. Burgesses.

BOUOLE, I. p. 102. Bulkhead.

BOUCLES, II. p. 470. Buckled or fastened.

BOUDE, I. p. 102. A mis-print for BOUCLE.

BOUEE, II. p. 450. A buoy attached to anchor.

BOUETE, II. p. 202. A bullock.

BOUTER, I. p. 324. To push or thrust. SE BOUTE, II. p. 76, p. 78, p. 82. Thrusts himself in; hence the English word to butt.

BOYDIE, II. p. 352. Mistake.

BOYE, I. p. 166. A buoy.

BRACERESSES, II. p. 174. Brewer-esses, females who brewed and sold ale; alewives.

BRACES, I. p. 455. The arms. Fr. bras.

BRANDONNER, II. p. 300. To bush a field, or to set up bushes in it.

BRAYS, II. p. 174. Malt for brewing.

BRASYL, II. p. 188. A species of wood, from which a red dye was made, so called from braise, red-hot coals.

BREF LE ROY, II. p. 58. A brief from the king; a writ of the crown.

BREN, II. p. 172. Bran.

BREVAGES, II. p. 452, p. 454. Drink. BREVAIGES, *ib.* The same.

BROODE, I. p. 156. The spawn of fish.

BUCHE, II. p. 136. The mouth. Fr. bouche.

BRUERES, II. p. 304. Heaths. Fr. bruyères.

BRIS, II. p. 460. Fragments.

BROCHE, II. p. 458. A spigot.

BUCHE, II. p. 308. A wood; a bush. Fr. bois.

BULK, I. p. 72. Bulk. *See* BOLK. Debriser la bulk de la nef; to break bulk; to disturb the cargo of a ship.

BULLETEL DE REYNS, II. p. 172. A bushel, such as was in use in the city of Rennes in Brittany.

BUNDES, II. p. 100. Bounds or boundaries.

BURGEYS, II. p. 116. A burgess. BURGEYSIE, *ib.* The status or right of a burgess.

BUTIN, I. p. 449. Booty, or prize. BUTTIN, I. p. 437, p. 449.

BUURAIGE, I. p. 110, p. 116. Drink.

BUYSSON, II. p. 300. Brushwood. *See* BOISSON.

C.

CALFATOUR, I. p. 30. The poop, or upper deck.

CANNUE, II. p. 198, p. 200. Hemp. Lat. cannabus.

CANONS, I. p. 439. Guns or cannons on board ship.

CAPE, I. p. 48, p. 56, p. 58. A writ to seize the person of the party accused.

CANDELAS, II. p. 216. A candle or light.

CAPLES, II. p. 220. Cables.

CARDOUN, II. p. 186. Teazel, for carding wool. Lat. cardo.

CARECTE, I. p. 316. Mystical characters in the nature of a charm, to protect life or person.

CARETTE, II. p. 178, p. 180. A cart or chariot. Fr. charette.

CARIER, II. p. 158. To carry. CARIEZ, II. p. 194. Carried. CARIAUNT, *ib.*, carrying. CARYE, II. p. 184. Carried.

CAUCIONE, I. p. 114. Caution or security.

CAUXION, I. p. 436. Security.

CAY, II. p. 160, p. 178. A pier or place to land merchandise. *See* KEYE.

CEANS, I. p. 333, p. 334. This man.

CELABLES, II. p. 386. Chambers or bed-rooms.

CELER, II. p. 148. A wine cellar. CELERS, II. p. 176, the plural.

CENS, II. p. 264. A chief rent. Lat. CENSUS.

CEPS, I. p. 30. *See* OEPS.

CERE, I. p. 404. Wax. *See* CIRE.

CERVEYSE, II., p. 132, p. 174, p. 176, p. 184. Ale. Lat. cerevisia. Cerveyse was used to denote a drink made from malt without any infusion of a bitter character down to the beginning of the 15th century, when the use of hops (hummulus) was introduced, and the beer or drink made with hops was distinguished as cerevisia hummulina.

CEUS, II. p. 234. Those. Fr. ceux.

CHAICE, II. p. 308, p. 310. A chase, or ground reserved for wild animals, or over which the lord had the right of chasing or shooting

wild birds or beasts. The word is still in use in England, *e.g.*, Cranbourne Chase, in Dorsetshire.

CHAICE, II. p. 378. Fallen in with.

CHAICER, II. p. 367. To chase wild birds or beasts. Fr. chasser.

CHALANGE, II. p. 130. He challenges. *See* CHALENGER. CHALANGEE, II. p. 146 Challenged.

CHALENGER, II. p. 138, p. 148. To challenge. CHALENGERA, I. p. 22. Shall challenge. CHALENGIER, I. p. 158. To challenge. CHALENGAUNT, II. p. 128. Challenging.

CHANDELER, II. p. 300. Chandeleir or candlestick. The Feast of the Purification of the Virgin Mary was called the Feast of Candlesticks, or Candlemas, being the second day of February. The Feast is called Hypapanti in the Greek Church, in commemoration of the presentation of Christ in the Temple, where he met Simeon and the prophetess Anna.

CHAPE, II. p. 198. A cape or hood.

CHAPTAUS, II. p. 380. Chattels.

CHARTRE DE DOUN, II. p. 56. A charter or deed of donation.

CHARS DE MORINE, II. p. 144. Measly meat; murrainous flesh.

CHARTRE DE FREIGHT, I. p. 136. A charter-party to freight a ship.

CHARTRE DE FEFFEMENT, II. p. 124. A charter or deed of feoffment.

CHARTRES DES REYS, II. p. 148. Royal Charters, or Letters Patent of the Crown.

CHASTEA, II. p. 374. Castle. Lat. castellum. Fr. chateau.

CHASTEL, I. p. 34. A castle.

CHATEL, II. p. 106. A chattel. CHATEUX, II. p. 62, p. 88. Chattels or goods.

CHATAUS, II. p. 424, chattels.

CHAUNCELLERIE, II. p. 38. The King's Chancery.

CHEBRONS, II. p. 272. Gables. Fr. chevrons.

CHECE, II. p. 206. Falls.

CHENELE, II. p. 332. A tube or pipe to draw off wine.

CHEN, II. p. 270. A dog. CHENS, *ib.* Dogs. Fr. chien.

CHEOSY, I. p. 10. To make choice.

CHET, II. p. 170, p. 290, p. 458. It falls. Fr. *chiet. CHEETE, II. p. 290; CHEIST, *ib.*; CHEENT, II. p. 388. They fall.

CHEVAULCHE, I. p. 6. He rides.

CHEVELINES, II. p. 266, adj. Beasts of burden of the equine genus, such as horses, asses, mules, &c.

CHEVENTAIGNES, I. p. 406. Horsemen, knights. CHEVINTEYN, II. p. 178. A horseman.

CHEVETAYN, I. p. 421. A knight, a horseman. CHEVETYN, *ib.* The same. CHEVYTAIGNES, I. p. 455. The same.

CHET, I. p. 333; II. p. 170. Falls.

CHISE, II. p. 334. Fallen.

CHIVACHE, I. p. 406. He rides. CHIVACHENT, I. p. 455. They ride.

CHIVALX, I. p. 406. Horses. CHIVAUX, I. p. 454. The same.

CHOIS, II. p. 226. Choice. Fr. choix.

CHOUZE, II. p. 298, p. 318. A thing.

CICER, II. p. 184. Cider.

CIMETERE, II. p. 204. A burial ground; a churchyard.

CINK PORTS, I. p. 146. The Cinque Ports in Kent and in Sussex. CINQUE PORTES, I. p. 415.

CINSOURS, II. p. 20. Cutters. Cinsours de bourses, cutpurses.

CIRE, II. p. 192. Wax. Flemish, was; Low German, 14th century, wass; Mod. German, wachs.

CIVERE, II. p. 198, p. 200. A stretcher or litter carried by two men, or a wheelbarrow. Lat. civeria.

CLAMIS, II. p. 310. A claimant.

CLAMORS, II. p. 314, p. 408. Complaints, claims. Lat. clamores.

CLER, II. p. 318. Clear. Lat. clarus; Fr. clair.

CLERS, II. p. 416. A clerk. Lat. clericus.

CLEYES, II. p. 200. Hurdles.

CLIENTONS, II. p. 316. A client.

CLOT, II. p. 302. Encloses; verb act.

CLOYSON, II. p. 306. A fence to enclose land.

COCTIVE, II. p. 280. He cultivates. COCTIVER, II. p. 322. To cultivate. COCTIVORS, *ib.* The cultivators. COCTIVERS, II. p. 324. The same.

CODUME, II. p. 304. Custom.

COGNU, I. p. 16. Known or recognised.

COILLAGE, I. p. 74. Dues payable to the collectors of customs on account of collection; but toillage may be the correct reading of the MS.

COITERA, II. p. 356. Confine.

COKET, II. p. 172. Bread of a second class.

COLEE, II. p. 416. Dipped. Fr. coulée.

COLERER, I. p. 28. To color or to cloak enemy's goods on board a captured ship.

COLLEE, I. p. 104. A slap or blow with the hand.

COLLI, II. p. 302. Gathered in. COLLIR, p. 308. To gather in.

COLLUSIOUN, II. p. 120. Collusion, a fraudulent understanding or compact between two or more parties.

COMANZ, II. p. 320. A commissioner or mandatary.

COMMANDE, II. p. 320. A commission or mandate.

COMMUALTE, II. p. 152. The community of a town.

COMMUE, II. p. 152. The commune or borough.

COMMUNAU, II. p. 274, p. 276. Property held in common.

COMPAIGNON, II. p. 326. A partner. COMPAIGNIE, *ib.* He holds partnership. COMPAIGNER, *ib.* To join in partnership.

COMPAIGNONS, I. p. 88. A title applied to mariners who shared in the common adventure of the voyage; the ship's company.

COMPAIGNONS DE QUARTIER, I. p. 432. Quarter-masters on board a ship of war.

COMPAINZ, II. p. 320. Company.

COMPANIIONS, II. p. 211. Companion-mariners.

COMPTENZ, II. p. 418. Contention. CONTENZ, *ib.*, the same.

COMUNALTE, II. p. 166. The community of a borough town. COMUNAUTE, *ib.*, the same.

CONCELEMENT, I. p. 398. Concealment. CONCELLEMENT, I. p. 84, p. 417. The same.

CONECESE, II. p. 228. Contention or strife.

CONEGUE, II. p. 256. Acknowledged or adjudged.

CONGE, I. p. 440. Leave or permission. CONGIE, I. p. 26, p. 28, p. 30, p. 34, p. 92, p. 322. The same.

CONGEYT, II. p. 214. Leave or permission.

CONGIEZ, I. p. 444. Letters of leave of absence; discharges.

CONGNOISSANCE, I. p. 16. Recognition, acknowledgment. CONGNOISANCE, I. p. 26, p. 300. The same.

CONILZ, II. p. 308, p. 314. Coneys or rabbits. Ital. coniglio.

CONOICHET, II. p. 410. He recognises. CONOYSCHET, II. p. 258. He knows or acknowledges. CONOYT, II. p. 260. He admits or acknowledges.

CONGNOISSANS, I. p. 435. Having knowledge or experience.

CONGNOISTRE, I. p. 436. To recognise. CONGNU. I. p. 20, p. 168. Known or recognised.

CONISSAUNCE, II. p. 110. Judgment or cognisance.

CONNESTABLE, I. p. 12, p. 36, p. 276 p. 300, p. 304. Constable or gunner on board ship.

CONQUERE, II. p. 334. Advantage.

CONSTITUCIOUN, II. p. 68, p. 84, p. 116, p. 152. An ordinance or constitution.

CONOYSANCE, II. p. 260. Recognisance.

CONTAKE, I. p. 54. A dispute or contention. CONTEK, I. p. 106, p. 454. The same. CONTEKES, I. p. 94. Strivings or quarrels.

CONTE, I. p. 62. A county court. CONTEES, I. p. 60, p. 62. County courts; courts held by the viscounts or sheriffs of the counties once in every month, or once in five weeks, according to the greater or less extent of the county. *See* Le Myrrour des Justices, chap. 1. sect. xv. Des mesnes courts.

CONTELENT, I. p. 82. Conceal; probably a miswriting of the scribe of the Black Book for "concelent," which is the reading in the Cotton MS. Vespasian xxii.

CONTEMPS, II. p. 438. A contention.

CONTENT, II. p. 446; III. p. 8. Contention.

CONTENUS, II. p. 216. A miswriting for "contenta" or its equivalent, signifying contentior or strife. "Furent" should be written "facent."

CONTREARRESTECE, II. p. 98. He should resist or oppose an arrest.

CONTRES, II. p. 334. Probably a miswriting for contre.

CONVENGE, II. p. 318. It is agreed.

CONVENT, II. p. 406. A meeting. Lat. conventus.

CONUCE, II. p. 60. *See* CONUSSE.

CONVERS, I. p. 108, p. 160. II. p. 228; A covered or sheltered roadstead for vessels.

CONUSSE, II. p. 56. He knows or acknowledges. CONUSSENT, II. p. 18, plural. CONUZ, II. p. 6, p. 66, part. past. CONUSTRE, II. p. 66, infin. act.

CONYNS, II. p. 190. Rabbits, coneys.

COP, II. p. 224, p. 228. A blow. Fr. coup.

COPE, II. p. 298. Fault. Lat. culpa.

COPER, II. p. 442. To cut. COPE, II. p. 220. He cuts. Fr. couper.

COPEROSE, II. p. 186. Vitriol.

COPPE, II. p. 220. He cuts.

COQUET, I. p. 278. A species of boat or skiff.

CORCE, II. p. 192. Bark or skin. Lat. cortex.

CORDEWANE, II. p. 188. Cordwain, leather; so called from Cordova in Spain, of the kind now termed Marocco leather.

CORISONE, I. p. 100. Leakage; from corir to run or to leak.

CORLENOCHER, II. p. 104. The meaning of this word is obscure. It is conjectured to be misspelt, and to mean a storer of corn, cornelocher.

CORNERE, II. p. 182. This word is translated "coronner" in MS. Add. 25,011, but the translation is questionable.

CORNETS, I. p. 310, p. 320. The four corners of the lists, staked out for a wager of battle.

CORONNERS, II. p. 42; COROUNERS, p. 50, p. 98. Coroners or magistrates appointed to execute the criminal law on behalf of the Crown.

CORPS, I. p. 114. A ship's course from one headland to another headland.

CORS, II. p. 234. A course.

CORTOISIE, I. p. 124. A payment by way of compliment or courtesy, not due by law.

COS, II. p. 300. The costs in a suit.

COSINA, II. p. 232, p. 236. A kitchen or meal. Lat. cucina.

COST, II. p. 290. A cottage.

COSTEIRA, II. p. 226. A coast.

COSTIERE, I. p. 110. The coast.

COSTZ, II. p. 436. Costs of a suit.

COSTZ DE EU, II. p. 192. Coats of mail. This is a doubtful translation.

COTEA, II. p. 426. A knife. Fr. couteau.

COTEL, II. p. 94, p. 162. An edged knife. COTEL A POYNT, p. 170. A pointed knife.

COTIVANT, II. p. 308. Cultivating.

COUBRANTES, II. p. 272, p. 280. Acquisitions; property acquired subsequent to marriage.

COUBREZ, II. p. 280. Acquired since marriage.

COVENDRUNT, II. p. 20. Ought; are settled or arranged.

COULLAISON, II. p. 442, p. 458. Leakage; from couller, to flow or leak.

COVIENT, II. p. 220, p. 234. He agrees. Lat. convenit.

COUNILZ, II. p. 308. *See* CONILZ. Rabbits.

COUNTES, I. p. 415. English counties. COUNTEES, II. p. 416. The same.

COURS, II. p. 448. A roadstead. *See* CONVERS.

COUSTEL, I. p. 316. A knife to cut with. Lat. cultellum.

COUST, II. p. 438. Cost. COUSTZ, II. p. 434. Costs.

COUSTE, II. p. 462. Shore or coast.

COUTIVERS, II. p. 364. Cultivators. *See* COCTIVE.

COVYN, I. p. 456. Fraud or stratagem. COVYNE, II. p. 120.

COUZ, II. p. 378. Costs.

COYTIVE, II. p. 324. He cultivates.

CREABLES, II. p. 64, p. 96. Credible, trustworthy.

CREANTOR, II. p. 322. Creditor.

CREENT, II. p. 412. Trusting, part.

CREENT, II. p. 218. They agree to, verb.

CREGU, II. p. 254. Believed, part.

CREIRAY, II. p. 304. I shall believe. CREIT, II. p. 372. He believes. Lat., credit.

CRERA, II. p. 294. He shall believe.

CREST, II. p. 232. It grows. Lat. crescit.

CRESSEMENT, II. p. 316. The increase.

CREUS, II. p. 220. Believed or credited. CREUZ, II. p. 328. The same.

CRIM, II. p. 350. Crime.

CROIST, I. p. 110. It grows.

CROISTRE, I. p. 114; II. p. 234, p. 454. To increase.

CROL, II. p. 444. It rolls, crumbles. Fr. croule.

CROYSE, I. p. 24. He crosses.

CUBE, II. p. 386. A square tub.

CUCHEAUS, II. p. 388. Haystacks.

CUIDE, I. p. 339. He imagines. CUIDER, I. p. 108. To think, to imagine.

CUNGE, II. p. 158. Permission.

CUNGER, II. p. 102. A conger eel.

CUNSEL, II. p. 128. Advice, counsel. CUNSEYL, II. p. 18, p. 96. The same. CUNSEYLLIOURS, II. p. 128. Councillors. CUNSEILLIAUNTZ, *ib.*, counselling.

CUNTER, II. p. 160. Tó count.

CUREIZ, II. p. 308. The cleanings of a ditch. Fr. curée, the entrails of a hunted stag.

CUVES, II. p. 200. Tubs or barrels.

CUY, II. p. 222, p. 254, p. 304. Whose, to whom. Lat. cui, dative case.

CUYDENT, II. p. 464. Contrive, attempt.

CUYRS, I. p. 156. Hides.

## D.

DABATRE, II. p. 422. To throw down. Fr. abattre.

DAGUE, I. p. 304, p. 316. A dagger.

DAIGUE, II. p. 386. Of water. MOLIN D'AIGUE, a water-mill. Lat. aqua.

DAKER, II. p. 192. Half a score. *See* DIKER.

DANGEUINS, II. p. 256. Sols Angevins, money coined at Angers.

DANGIER, II. p. 472. Danger.

DANSON, II. p. 282. Probably a mis-writing for "ranson."

DAU, II. p. 238. Of the. Fr. du.

DAUMATGES, II. p. 230. Damage.

DAURYONS, I. p. 48. Of oars. *See* AUYRON, an oar.

DEBORDER, II. p. 330. To remove.

DEBRISE, I. p. 72. He breaks. DEBRYSE, I. p. 38, p. 324. The same. DEBRUSE, I. p. 64, p. 154. The same. DEBRISENT, I. p. 64. They break. DEBRUSENT, I. p. 148. The same.

DEBATZ, II. p. 438. Disputes.

DEBOTE, II. p. 76, p. 78. Thrust out.

DECEURE, II. p. 356. To deceive.

DECEURER, I. p. 32. To disperse, run apart.

DECHEEMENT, II. p. 320. Destruction. Fr. déchéance.

DECIQUE, II. p. 258, p. 280, p. 296. Until.

DECIQUAUCUN, II. p. 356. Compounded of decique and aucun. Until any.

DECOLLE, I. p. 324. *See* DESCOLLE. Beheaded.

DECOY, II. p. 212. Wherewith.

DECTOUR, II. p. 154. A debtor.

DEDYE, II. p. 170. He denies, or disputes.

DEFFENS, II. p. 314. Forbidden ground.

DEFFONCE, II. p. 444. Stave in.

DEFFENT, II. p. 220. He exerts himself, to save the vessel.

DEFFONCE, II. p. 444. It staves in. DEFFONCES, II. p. 448. Staved in; part. past plural.

DEFFORS, II. p. 344. Outside.

DEGASTENT, II. p. 288. They waste away, or become spoilt.

DEGOTAIL, II. p. 388. A word of doubtful meaning, probably a gutter or spout. Lat. gutta; Fr. goutier.

DEGUIST, II. p. 280. It ought.

DEMAINS, II. p. 418. Of less. Fr. de moins.

DEMEORGE, II. p. 30, p. 92. Shall dwell, or shall remain.

DEMEYNE, II. p. 142, p. 148, p. 150. His own.

DEMENTE, I. p. 104. He gives the lie. DEMENT, II. p. 446. The same.

DEMENTRES, II. p. 44, p. 138. Whilst. DEMENTREZ, I. p. 116. The same.

DEMENTIRA. II. p. 224. He shall give the lie. DEMENTYRA, I. p. 104. The same.

DEMENTRES, II. p. 236. Of such size as.

DEMERMET, II. p. 388. Diminish.

DEMEU, II. p. 438. Delay.

DEMORER, II. p. 34, p. 154. To dwell, or to remain.

DEMORAST, II. p. 220. He delays or tarries.

DEMOURANT, II. p. 440. Dwelling or residing.

DENEYS, II. p. 224. Pennies. Lat. denarios.

DENIERS, I. p. 8, p. 12. Money.

DEODANT, I. p. 152, p. 170. A deodand, a forfeiture to God. DEODANTES, I. p. 396. Deodands. DEOTANTES, I. p. 84. The same.

DEPARTIR, II. p. 434. To divide, or to share.

DEPARTIR, II. p. 434. Time for departure.

DEPARTIST, II. p. 432. He departs. DESPART, II. p. 438. The same.

DEPECET, II. p. 336. He works detriment to.

DEPECEY, II. p. 392. Broken to pieces.

DERECHEFE, II. p. 34, p. 110. Again, anew. DERICHEFE, II. p. 158. The same. DERECHEF, II. p. 292. The same.

DERENE, II. p. 68, p. 108. He argues or proves. DERENEZ, p. 96, p. 108. Argued or proved; from dirationari, usually meaning to disprove by argument, and sometimes simply to prove.

**DERRECHEF**, II. p. 258. Afresh, anew.

**DES**, II. p. 318, p. 356. God. Lat. Deus. Fr. Dieu.

**DESACUSE**, II. p. 266. He excuses, exculpates. **DESACUSEZ**, *ib.* Exculpated. **DESACUSER**, II. p. 284. To excuse. **DESACUSATION**, *ib.* Exculpation. **DESACUSANCE**, II. p. 410. The same.

**DESAFFIRE**, II. p. 396. With cargo shifted or unstowed.

**DESAMARRET**, II. p. 378. It dis-anchors, drags an anchor, or breaks away from moorings. **DESAMARREE**, *ib.* Disanchored, driven from moorings.

**DESCHECE**, II. p. 60. Falls down.

**DESCOLLE**, I. p. 62. Beheaded.

**DESCONFIT**, I. p. 324, p. 328. Discomfited, vanquished.

**DESCONVENABLE**, II. p. 104, p. 146. Unsuitable.

**DESENTERRE**, II. p. 386. Disinterred, dug up.

**DESEUS**, II. p. 226. Of those. Fr. de ceux.

**DESFERRE**, II. p. 196. Not shod with iron.

**DESHERITAUNCE**, II. p. 88. Disheritance.

**DESHERITISON**, I. p. 74. Disinheritance.

**DESIQUI**, II. p. 364. Thenceforward. **DESIQUE**, p. 316. *See* **DECIQUE**.

**DESLYE**, II. p. 186. Unbound or untied.

**DESMENTE**, II. p. 446. He gives the lie. **DESMENTIRA**, *ib.* He shall give the lie. *See* **DEMENTE**.

**DESOREMES**, II. p. 142, p. 150. Henceforward.

**DESOUTH**, II. p. 112. Beneath.

**DESPECER**, II. p. 466. Destroy.

**DESPENS**, I. p. 88, p. 96; II. p. 452. Expenses.

**DESPENSAS**, II. p. 210. Expenses.

**DESPIT**, II. p. 162. Contempt of law. **DESPYT**, II. p. 98. The same.

**DESPITOUSEMENT**, II. p. 98. Contemptuously.

**DESQUANT**, II. p. 358. As long as.

**DESPUCELER**, II. p 354. To deflower a maiden.

**DESSAZINE**, II. p. 322. Disseisin, dispossession.

**DESSAZIRS**, II. p. 322. To dispossess.

**DESSAZIZ**, II. p. 322. Disseised, or dispossessed.

**DESOZ**, II. p. 370. Beneath. Fr. desous.

**DESTERLINGUES**, I. p. 6. A pure silver coin, stamped first by the merchants of East Germany, the Esterlings as distinguished from the Osterlings, the Germans of the Baltic. Stirlingus is the Latin name; and the value of the coin seems, in the reign of king Henry II., to have been equal to two deniers of Anjou or of Provence. See an Ordinance of King Henry II. for contributions in aid of the Holy Land. Liber Custumarum, vol. ii. p. 11, p. 652, Rolls series.

**DESURE**, II. p. 122. To sue, or to pursue.

**DETANT**, II. p. 214. Of so much. Fr. de taunt.

**DETERES**, II. p. 328. Debtor.

**DEVENT**, II. p. 214. They ought.

**DEVERS**, I. p. 404. Towards or upon.

**DEVERS**, II. p. 272. Par devers sey, in his own possession.

**DEVERT**, II. p. 238. A mis-writing for deneyrs, money.

**DEVIS**, II. p. 74, noun subst. A devise, a bequest. **DEVYS**, *ib.* The same. **DEVISÉ**, II. p. 76. Devised or bequeathed by testament.

**DEVIS**, II. p. 344, noun adj. Divisible.

**DEVISABLE**, II. p. 76. Capable of being devised by teastament. **DEVISEE**, *ib.* Devised, part. past.

**DEVISE**, II. p. 236. It is let for freight, or chartered.

**DEUS**, II. p. 224. Of those. **DEUX**, II. p. 228. The same. Fr. d'eux.

**DEUS**, II. p. 228. The two.

**DEUSSENT**, II. p. 444. They ought.

**DIALUNS**, II. p. 262, p. 374. The defendant. The meaning of this word is obscure, but the context justifies the translation as suggested.

**DIKERS**, I. p. 140. Packs or parcels of ten in number.

**DIMANS**, II. p. 226. A mis-writing for de Bas.

**DISCLAUNDRE**, I. p. 414. Slander.

**DISHORE**, I. p. 414, p. 415. Henceforth, from this hour.

**DISSEYSINE**, II. p. 40, p. 42. Dispossession. **DISSEYSI**, II. p. 42. Dispossessed.

**DISSEYSOUR**, II. p. 42. An intruder, or one who dispossesses another.

**DOAS**, II. p. 228, p. 230. The two.

**DOIBVENT**, II. p. 453. They ought.

**DOIVONS**, II. p. 434. We ought.

**DOLEMENT**, II. p. 396. A contracted form of doblement, a doubling.

**DOMAINE**, II. p. 340. His very own. **DOMAYNE**, II. p. 320, p. 340. The same.

**DOMATGE**, II. p. 222. Damage. **DOMMATGES**, II. p. 224. Damages.

**DOMC**, II. p. 354. Wherein; a Gascon form, corresponding to the French word "dont."

**DOME**, II. p. 276. Probably a mis-writing or a contraction for d'aumone, alms.

**DORESENAVANT**, I. p. 432, p. 434. Henceforward.

**DOS**, II. p. 348. Two.

**DOSEMENT**, II. p. 290. Gently. Fr. doucement.

**DOUS**, II. p, 260. Two.

**DOWARE**, II. p. 138. Dower.

**DOZIME MEYN**, II. p. 30. The twelfth hand, a jury of twelve.

**DRAGGUENT**, I. p. 156. They draw or drag with nets.

**DREIT**, II. p. 422, noun subst. Right.

**DREYTE**, II. p. 16, noun subst. Right. **DREYTURE**, II. p. 166. The same. **DREYTUREUX**, *ib.* Rightful.

**DROICTE**, II. p. 440, adj. Right or proper.

**DROITTE**, I. p. 118. Right. **DROITTEMENT**, I. p. 142. Rightly. **DROITTURE**, I. p. 2. Rightful, just.

**DUCTORS**, II. p. 338. Guardians or tutors. The word means literally "leaders."

**DUISSENT**, II. p. 222. They ought.

DUNT, II. p. 164. Whereof, wherewith.

DUK, I. p. 421. Duke. Lat. dux.

DUSOUNT, I. p. 422. They ought.

## E.

EARNE, II. p. 184. Par earne, by computation, by wholesale, that is, without measuring the precise quantity.

EAUS, II. p. 304, p. 368. Them. Fr. eux.

EDIFIOR, II. p. 290. A builder. Edifieres, *ib.* Builders.

EFFONDRE, I. p. 102. To spill, to stave in.

EFFONDRES, II. p. 448. Spilt or poured out; part. past.

EFFRAY, I. p. 158, p. 326. An affray. EFFRAIES. I. p. 154. Affrays.

EGUES, II. p. 266. Mares; a mis-writing for eques.

ELAS, II. p. 212. They, fem. plural. Fr. elles.

ELEVER, II. p. 216. A mis-writing for "e lover," "and to hire."

ELLIRE, II. p. 32, p. 166. To choose. Lat. eligere. ELLUE, II. p. 32. Chosen.

ELLISOURS, II. p. 32. The choosers of the jury.

ELLOYGNIEZ, II. p. 16. Carried away, removed to a distance. *See* ALONGNIER.

ELOERS, II. p. 224. Manholes, or small hatchways.

ELLORES, I. p. 102. Hatchways or manholes.

ELVYNGES, II. p. 192. Eaving.

ELUYTE, I. p. 318. Choice. Fr. elite.

EMANDA, II. p. 228. A fine or compensation.

EMBLEMISSEMENT, II. p. 18. Blemishment. *See* BLEMISSEMENT.

EMBLAIES, II. p. 302. Sown.

EMBLENT, I. p. 150. They steal.

EMBLEZ, II. p. 142. Stolen; part. past.

EMBLOT, II. p. 356. Embezzled.

EMPAITRER, II. p. 388. To impede.

EMPAITREES, II. p. 268. Taken in a trap, entrapped. ENPAITREES, *ib.* The same.

EMPANELES, II. p. 34. Empanelled.

EMPART, II. p. 236. Loses.

EMPETREE, II. p. 292. Encumbered, impeded.

EMPLAIT, II. p. 296. In plea.

EMPEREMENZ, II. p. 332. Deteriorations.

EMPOVERISSEMENT, I. p. 412. Impoverishment.

EMPRENGET, II. p. 348. He takes.

EMPRES, II. p. 290. After. Fr. après.

EMPROMPTE, II. p. 142. Borrowed. Lat. impromptum.

EMBEDOES, II. p. 336. Both, one and the other. EN BEDOES, II. p. 360. The same.

ENCHEGUZ, II. p. 390. Cast or condemned.

ENCHESON, I. p. 454. A cause, or an occasion. ENCHESOUN, II. p. 22, p. 152. The same.

ENCLOST, II. p. 66, p. 92. He encloses.

ENCLOYRE, II. p. 292. To enclose.

ENCORE NEIS, II. p. 260. Still less. ENCORE NEYS, II. p. 262. The same.

ENCOUBRET, II. p. 280. Acquired. *See* COUBRANCES.

ENCRE, II. p. 378. Anchor.

ENCREANT, II. p. 378. Anchoring.

ENCREENT, II. p. 412. In giving credit.

ENDEMENTE, p. 104. He has given the lie to.

ENDENTURES, I. p. 28, p. 56, p. 136. p. 142. Parchments indented, in other words, so cut and divided with jagged edges, that the divided parts will fit together like teeth, Lat. dentes.

ENDERE, II. p. 274. Entire. Fr. entier.

ENFES, II. p. 286. An infant. Lat. infans; Fr. enfant.

ENFRENT, II. p. 216. He seizes, possibly a mis-writing for emprent.

ENGAIGER, I. p. 90. To pledge or hypothecate.

ENGIGNER, II. p. 342. To gain. Fr. engaîner.

ENOUSTER, II. p. 118. To put away or remove.

ENOUSTEZ, II. p. 170. Removed or put out; part. past.

ENPAIGNANT, II. p. 266. Seizing hold of. Fr. enpoignant.

EMPERER, II. p. 288. To deteriorate.

ENPEIRET, II. p. 278. He deteriorates. ENPEIREENT, II. p. 288. They deteriorate. EMPIRENT, *ib.* The same.

ENPESTRET, II. p. 336. Impedes, harasses.

ENQUAUQUE, II. p. 268, p. 272. In whatever. EN QUAUCUNQUE, *ib.* The same.

ENQUISICIOUN, I. p. 132, p. 146. A visitation, during which articles of inquiry are exhibited to the parties summoned to attend the visitation.

ENROULEMENT, II. p. 168. An enrolment made by the common clerk of the town.

ENROULEE, II. p. 62. Entered on the roll of the borough.

ENSURQUETOT, II. p. 252. Above all, especially.

ENSEMENT, II. p. 24, p. 140. Also, accordingly.

ENSERGE, I. p. 104. He strikes; probably a mis-writing in the MS. for enfierge or enferge, from Lat. word ferio, to strike.

ENTENDANCE, I. p. 8. Attendance.

ENTANDIS, II. p. 330. Meanwhile.

ENTEMEZ, II. p. 336. Joined. Le plaiz soit entemez, issue is joined.

ENTERMER, II. p. 286. To make good the loss of the term.

ENTEYRE, II. p. 234. Entire, without any deduction.

ENTOR, II. p. 270. Around. Fr. entour.

ENTOURGE, I. p. 414. He incurs; probably a mis-writing in the MS. for encourge; Lat. incurrit.

ENTREAUS, II. p. 382. Among themselves. Fr. entre eux.

ENTREDUYRE, II. p. 358. Introduce. Lat. introducere; Fr. introduire.

ENTRES, II. p. 386. Entire.

ENVAIR, II. p. 385. To attack. Lat.

invadere; Fr. envahir. ENVAIST, p. 360. He attacks.
ENVELLOPPES, II. p. 470. Wrapped up.
ENVOLOPE, II. p. 262. Undertaken.
ENYVERONT, I. p. 94. They get drunk. Fr. ivre, ivrogne, a drunken man, a drunkard.
EOS, II. p. 200. These or those.
EQUI, II. p. 300. Thereto.
ERRANS, II. p. 254. Travelling.
ERT, II. p. 210. Should be.
ESCALE, II. p. 104. The scales of fish.
ESCAUDINGE DE PORC, II. p. 202. A scalded carcase of a pig.
ESCHEGUZ, II. p. 292. Cast, or condemned.
ESCHEIGAITE, II. p. 318. A scout or spy. ESCHAIGAITES, *ib.* Scouts.
ESCHELES, I. p. 427. A military term applied to small bodies of men drawn up separately; literally ladders or steps. The term échelon is still a military term for bodies of men moving in oblique order.
ESCHELE, II. p. 386. A ladder. Fr. echelle.
ESCHEQUER, I. p. 398, p. 406. The king's Exchequer.
ESCHERRA, II. p. 121. Shall fall to the share of.
ESCHETE, II. p. 141. Forfeiture, escheat.
ESCHEVENT, I. p. 168. They avoid, eschew.
ESCHIET, I. p. 335. It happens. ESCHIENT, I. p. 6. They happen.
ESCHUENT, I. p. 72. They fail.
ESCIENT, I. p. 334, II. p. 406, p. 466. Conscience or knowledge.
ESCLAUNDRE, II. p. 162. He slanders. ESCLAUNDREE, II. p. 164. Slandered, part. past.
ESCOLE, II. p. 366. In draught. Fr. couler.
ESCOTAUNT, II. p. 152, p. 178; ESCOTTAUNT, II. p. 178. Paying scot, or a pro ratâ contribution to the dues of the borough. *See* LOTTAUNT.
ESCOTTER, II. p. 474. To contribute.
ESCOUTE, I. p. 322. Attention to, or listening to.
ESCOURS, II. p. 438. Escorts or helpers.
ESCREMIES, II. p. 360. Passes of fence. Fr. escrimes. In early English the words skirm and skirmen signified to fence.
ESCRIPRA, I. p. 66. He shall write.
ESCUIER, I. p. 8. An esquire. Fr. ecuyer.
ESCUMEURS, II. p. 478. Sea-rovers.
ESGLISE, I. p. 24. Church.
ESGUART, II. p. 278, p. 334, p. 412. Award.
ESKIPPEMENT, I. p. 12, p. 406. Equipment, shipping.
ESKIPPES, I. p. 20, p. 134. Equipped with a crew. ESKIPPEZ, I. p. 406. The same.
ESLIRE, I. p. 10. To choose. ESLIRONT, I. p. 102. They shall choose.
ESLECCION, I. p. 24. Election.
ESLOGNEMENT, I. p. 312. Delay or procrastination.
ESMENDER, II. p. 222. To make amends for.
ESMOLUES, II. p. 426. Sharpened, edged.
ESPARENT, II. p. 372. They spread.

ESPEIREMENT, II. p. 386. Impairment.

ESPEYE, II. p. 128. A sword. ESPE, II. p. 94, p. 162. The same. ESPEE, I. p. 316. The same. ESPEZ, II. p. 192. Swords.

ESPLAIZ, II. p. 302. Waste-lands, or clearances.

ESPLEIT, II. p. 302. Cleared land.

ESPLEITER, II. p. 272, p. 322. To work, to employ. ESPLEITERA, II. p. 342. Shall work. ESPLEITET, II. p. 328. Worked, part. past.

ESPOSALLES, II. p. 142. Espousals. ESPOSAYLLES, *ib.* The same.

ESPRITUELX, I. p. 414. Spiritual as opposed to temporal matters.

ESQUELES, II. p. 200. Ladders. Fr. echelles.

ESQUEUINS, II. p. 260, p. 376. A Gascon form of echevin. ESQUEUINAGE, p. 374, p. 408. The office or dignity of sheriff, the shrievalty.

ESQUIERS, I. p. 421. *See* ESCUIER.

ESQUYSINE, I. p. 110. Kitchen. ESQUISINE, I. p. 116, p. 124.

ESSEC, II. p. 326, p. 340. An option. DESSEC, p. 326. Of an option. LESSEC, p. 342. The option.

ESSOYNE, II. p. 420. An excuse for not attending a summons into court. ESSOYNES, II. p. 22. Excuses.

ESTACHES, I. p. 328. Posts or stakes.

ESTACHET, II. p. 370. Tethered, part. past.

ESTACHIER, II. p. 300. To attach by a cord to a stake or post, to tether.

ESTAURAMENT, II. p. 238. Stowage.

ESTAL, II. p. 200. A stall in a market.

ESTALLAGE, II. p. 200. A collection or outfit of stalls in a market.

ESTALE, I. p. 32. A troop of cavalry for foraging. LESTALE, I. p. 458. The same.

ESTANKES, I. p. 76. Stake-nets.

ESTEMYS, II. p. 436. Valued or estimated.

ESTEPPE, II. p. 468. A stake or pole.

ESTORGEON, II. p. 196. A fish termed a sturgeon, and so called in I. p. 152.

ESTREE, II. p. 176. A street. Lat. stratum.

ESTREP, II. p. 130, p. 132. A stripping or spoiling.

ESTROSEEMENT, II. p. 346, p. 360. Off hand.

ESTURION, II. p. 198. A sturgeon. *See* ESTORGEON.

ESYL, II. p. 184. Bitter wine.

EUA, II. p. 232. Water.

EVANGELIZ, II. p. 218. The gospels, the books of good tidings.

EXEQETOURS, II. p. 24, p. 72. Executors.

EYNZ, II. p. 18. Before, until.

EZ, I. p. 12, p. 124, p. 227, p. 230. In, or to.

## F.

FAIZ, I. p. 120. Trust. Lat. fides.

FAIZ, I. p. 124; written feez in MS. Selden. Contribution.

FAIZ, II. p. 360. An act or deed. Lat. factum.

FAS OU NEFAS, II. p. 472. Fair or foul means. An expression which points to an ecclesiastic as the compiler of the enlarged edition of the Rolls of Oleron.

FAUCEMENT, II. p. 116. Falsely. FAUCETE, *ib.* Falsehood.

FAUCYNE, II. p. 162, p. 176. Falsification, forgery.

FASSON, I. p. 404. Manner or form. Fr. façon.

FAUCHABLE, II. p. 300. Mowable, fit to reap.

FAUCHET, II. p. 268. Mown or reaped. FAUCHE, II. p. 300. Mown. FAUCHESON, *ib.* A mowing; noun subst. From the Lat. falx, a sickle or scythe.

FAULT, II. p. 456. It is wanting. Fr. il leur faut.

FAUNE, II. p. 210, p. 230. A roadstead. FAUNA, II. p. 230. The same.

FAUS, II. p. 308. A trap.

FAUSSONERS, II. p. 306. Falsifiers, persons guilty of fraud.

FAZANT, II. p. 294. Doing. FAZENT, II. p. 300. The same. Fr. fesant.

FE, II. p. 58. A fee or feud.

FE, II. p. 176. A fee or payment.

FEBLES, II. p. 120. Feeble.

FEE, II. p. 388. Time. *See* FEZ.

FEER, II. p. 190. Iron.

FEES, II. p. 182. A bundle. Lat. fascia.

FEES, I. p. 170, p. 400, p. 404. Fees or dues.

FEET, II. p. 124. An act or deed. Fr. fait.

FEFFEMENT CHARTRE DE, II. p. 124. An enfeofment.

FEIS, II. p. 212, p. 228. Time. Fr. fois.

FELONNIE, I. p. 56. Felony.

FEMPNA, II. p. 216, p. 218. A wife or woman. Lat. femina.

FEOR, II. p. 146. Market or price. Lat. forum.

FERCHAUT, II. p. 356. A fork.

FERE, II. p. 182. To do.

FERINST, II. p. 228. He would strike.

FERIST, I. p. 54. He struck.

FERME LE REY, II. p. 142. The farm of the king's.

FERRES, I. p. 404. Irons or fetters.

FERT, II. p. 224. He strikes.

FERUA, II. p. 228. Struck, part. past.

FERUE, I. p. 108. Struck, part. past.

FESSOR, II. p. 308. A hoe.

FEST, II. p. 270. *See* FESTU.

FESTU, II. p. 322. A beam. Lat. festuca.

FETE, II. p. 126. Made or done.

FEUR, I. p. 98, p. 118. *See* FEOR.

FEY, II. p. 120, p. 166. Faith.

FEZ, II. p. 370, p. 408. Times. Fr. fois.

FEZE, II. p. 16, p. 68. Times.

FICHET, II. p. 200. He fixes up.

FIERT, I. p. 104, p. 108, II. p. 446. He strikes, verb act.

FILLETZ, II. p. 476. Hawsers.

FILZ, I. p. 10. A son.

FIN, I. p. 44, p. 50. A fine.

FINE, II. p. 418. Finished.

FIOT, II. p. 356. Trusted. Lat. fidit.

FIST, II. p. 222. It was done.

FITZ, II. p. 128. A son. FIZ, *ibid.* The same.

FLAMBART, I. p. 278. A species of boat or barge.

FLO DE MARS, I. p. 443. Flow of the tide.

FLODEMARK, I. p. 68, High-water mark. FLODMARK, I. p. 70. The same.

FLOTESON, I. p. 82. Goods found floating at sea. FLOTESYN, I. p. 150, p. 170, p. 396.

FOC, II. p. 386. A fire-place. Lat. focum,

FOLLERISERTHE, II. p. 196. Fullers earth.

FONZ, I. p. 84. Bottom. FOUNS, I. p. 396. Lat. fundus.

FONZ, II. p. 256. Landed estate. Lat. fundus.

FOR, II. p. 218, p. 238. Price.

FORBENIR, II. p. 270. To banish.

FORCLOS, II. p. 120. Excluded, shut out.

FORJUGGE, II. p. 116. Adjudged to be deprived.

FORJURER, II. p. 102. To forswear. FORJURGE, II. p. 100, p. 104. Let him forswear.

FORKES, II. p. 90. Except.

FORLANDE, I. p. 18. De Thanete, the North Foreland of Kent.

FORNICHET, II. p.346. He can furnish.

FORS, II. p. 218, p. 238. Out, overboard.

FORSQUE, I. p. 18, p. 22. Except.

FORSPRIS QUE, I. p. 22. Saving that. FORSPRIS, I. p. 122. Excepting.

FORT, II. p. 378. He strikes.

FOTMEL, II. p. 190. A pig of lead, weighing generally 70 pounds.

FOUGIER, II. p. 272. Heather.

FOURCHER, II. p. 24. To fourch: joint-defendants in a suit were said to fourch (furcare) when they appeared at separate times, and so delayed the cause.

FOURREYEURS, I. p. 34. Forayers. FORREOURS, I. 458. The same.

FOYLLANT, II. p. 300. Grubbing or rooting up the ground.

FOYS, II. p. 358. I do. Fr. fais.

FRA, II. p. 146. He shall practise.

FRAEL, II. p. 180, p. 188. A basket or bundle.

FRANK-ALLOWE, I. p. 78. The mean- of this expression is obscureing, as the text is elliptical; it may mean, "free allodial tenure."

FRANK BURGAGE, II. p. 140. Free burgage tenure.

FRAUNKE BAUNKE, II. p. 48, p. 138. A widow's free-bench, her right to live in the chief house of her late husband as long as she remains a widow.

FRAUNKS HOMMES, II. p. 28, p. 42, p. 52, p. 122. Free-holders.

FRAUNKE MARIAGE, II. p. 58. Free-marriage.

FRAUNKE PLEGGE, II. p. 130. The leet, in which the list of free-holders was made out, and in which each freeholders had to find sureties for his good conduct. These sureties were termed plegii, hence plegge.

FRAUNKE TENEMENT, II. p. 20, p. 46, p. 64, p. 72, p. 160. A free-hold tenement.

FRESCHE FORCE, II. p. 40. An intrusion of a person wrongfully

into a tenement immediately after the death of the freeholder.

[illegible]. II. p. 24. The disseisin of a party, who has intruded into the tenement of a deceased freeholder wrongfully.

[illegible]. II. p. 452. They let on freight, verb active.

[illegible]. II. p. 232. Will you freight?

[illegible]. II. p. 45[illegible]. Price: probably a mis-writing for "[illegible]."

[illegible]. II. p. 442. Produce. Lat. fructum.

[illegible]. II. p. 12[illegible]. They shall make.

[illegible]. II. p. 314. The crops. [illegible]. The same. Lat. fructus: Fr. fruits.

[illegible]. I. p. 156, p. 164. The fry or spawn of oysters or of mussels.

[illegible]. II. p. 256, p. 354. Market price. Lat. forum: Fr. fur.

[illegible]. II. p. 4[illegible]. A fugitive from justice. Lat. fugitivus.

[illegible]. II. p. 442. Harvests [illegible]. Lat. [illegible].

[illegible]. II. p. 32[illegible]. To [illegible].

[illegible]. II. p. [illegible]. Apparently a mis-writing of the scribe for "[illegible]."

[illegible]. II. p. [illegible]. A [illegible].

[illegible]. II. p. [illegible]. Wheat flour. Lat. frumentum. In the North of England new wheat boiled in milk is termed "furmenty."

[illegible]. II. p. [illegible]. To fire a gun. [illegible]. Shall fire a gun.

[illegible]. II. p. [illegible]. Large tuns or casks [illegible] in the wine trade [illegible] to carry the wine of the wine-growers. [illegible]. II. p. 444. The same.

[illegible]. II. p. 222. Casks or barrels.

## G

[illegible]. II. p. 20, p. 40, p. 42, p. 45, p. 50, p. 70, p. 80. A common-law form of bringing an action at law without a writ from the crown, where the plaintiff tendered security and offered pledges to answer any claim on the part of the defendant.

[illegible]. I. p. 30. Wages, pay. [illegible]. I. p. 386, p. 404. The same. [illegible]. I. p. 154, p. 170. The same.

[illegible]. II. p. 280. Gain.

[illegible]. I. p. 85, p. 385. A pledge.

[illegible]. II. p. 280. Land let for a produce-rent.

[illegible]. II. p. 280, p. 346. Metayer tenants, or tenants of land let for a portion of the produce.

[illegible]. II. p. [illegible]. Anything gained [illegible]. [illegible]. II. p. 146. [illegible]. [illegible]. II. p. 459. [illegible].

[illegible]. II. p. 34[illegible]. The owner of land let to a cultivator for an annual portion of the produce.

[illegible]. II. p. [illegible]. Stones set up in front of a boundary [illegible], like [illegible].

[illegible]. II. p. [illegible]. Keeping.

[illegible]. II. p. [illegible]. [illegible] [illegible].

GARANT, I. p. 48, p. 56, p. 172. A warrant. GARAUNT, p. 26. The same.

GARBE, II. p. 194. A sheaf.

GARCEON, I. p. 12, p. 400. A lad or page.

GARIOR, II. p. 284, p. 324. A warrantor.

GARIR, I. p. 94. To heal or cure. GARY, *ib.* Healed.

GARIST, II. p. 218. He heals or is healed.

GARIT, II. p. 216. Healed; part. past.

GARNERS, II. p. 148. Stores.

GARNIR, I. p. 46. To warn.

GARNIZ, I. p. 14. Warned.

GASTEL, II. p. 172. Wastel, a second-class bread.

GATES, II. p. 192, p. 200. Wooden bowls or hollow plates.

GAUNT DESTRE, I. p. 457. Right-hand glove. GAUNT DEXTRE, *ib.* The same.

GAYT, I. p. 454. A watch or guard. *See* GUECT.

GECT, II. p. 442. A casting overboard.

GELINE, II. p. 270. Hens. Lat. gallina.

GENE, II. p. 374. Young. Fr. jeune.

GENS D'ARMES, I. p. 32, p. 34. Men at arms. GENTS D'ARMES, I. p. 10. The same. GENTZ DES ARMES, I. p. 427. The same.

GENT, II. p. 291. Persons, whether male or female.

GERNER, II. p. 194. A store. GERNERAGE, p. 194. Storage.

GEST, II. p. 394. A jetison, or casting of goods overboard to save the vessel.

GETESON, I. p. 112, p. 134; GETESYN, I. p. 170; GETTESON, I. p. 126; GETTESONE, I. p. 96. A casting overboard of cargo in case of danger.

GETT, II. p. 126. A jetison. GETTE, *ib.* The same as geteson.

GETTER, II. p. 440. To cast overboard.

GIBBETZ, II. p. 466. Gallows or gibbets. Fr. gibets.

GICTE, II. p. 218. He casts overboard. GITE, *ib.* Cast overboard, part. past.

GISIR, II. p. 68. To lie. Lat. jacere.

GITEZON, II. p. 218, p. 232. Jetison.

GLAIVE, I. p. 304, p. 314. A broad sword or bill.

GOPYLS, II. p. 190. Foxes.

GOVERNAILLE, I. p. 2. Government or direction. GOUVERNAIL, I. p. 445. The same.

GOURDINE, I. p. 428. A pennant or small flag.

GRAPAIS, I. p. 152. A fish called a grampus.

GRAUNT ASSISE, II. p. 32. The great assise of king Henry II.

GRE, I. p. 126. Contribution. GREE, I. p. 54. Satisfaction.

GREENT, I. p. 96, II. p. 440. They agree to, they are consenting to.

GREGUISSENT, II. p. 308. They grow, from the verb greindre.

GREIGNEUR, I. p. 70, p. 72, p. 80, p. 118, p. 146. Greater.

GRENCHS, II. p. 220. Jetison; a Gascon phrase, if it is not a miswriting of the scribe.

GRENIERE, I. p. 423. Greater.

GRESSE, II. p. 438. Grease or tallow.

GREVE, I. p. 454. Aggrieved. GREVEZ, II. p. 16. The same. GREVER, II. p. 448. To aggrieve. GREVANCE, I. p. 70. A grievance. GREVOUSEMENT, I. p. 144. Grievously. GREVOUSE, I. p. 76. Grievous.

GREVER, II. p. 448. To damage.

GREVES, I. p. 443, p. 448. The beach or sea shore.

GRIEFUEUSEMENT, I. p. 52. Grievously. GRIEFUOUSEMENT, I. p. 78. The same. GRIEFVE, I. p. 430. Grievous.

GUARDE-FAITE, II. p. 306, p. 308. A mark or fence to warn off trespassers.

GUARDEFETE, II. p. 300. *See* GUARDE-FAITE.

GUARDET, II. p. 268. He keeps or watches.

GUARENE, II. p. 308. A warren for rabbits.

GUARENZ, II. p. 238. Guarantees. GARENT, II. p. 258. A warrantor. GARENTIES, *ib.* Guarantees. GARENTAGE, *ib.* Warranty.

GUECT, I. p. 445, p. 451. A watch or guard. GUET, I. p. 451.

GUEF, II. p. 446. A Gascon form of weyf, goods floating adrift on the sea without an owner.

GUERDONNER, II. p. 436. To reward, or to grant a guerdon.

GUEULE, I. p. 43. The throat.

GUARIOR, II. p. 284. A guarantee or warrantor.

GUARIST, I. p. 96. He shall be healed.

GUATGE, II. p. 210. A pledge; a Gascon form of guage, gage.

GUINDAGE, II. p. 444. *See* GUYNDAGE.

GUINDATGE, II. p. 222. Winding or hoisting up.

GUYNDAGE, I. p. 100. The winding or hoisting of cargo.

GUYNDAS, I. p. 128. A windlass. This is evidently an Anglo-Norman form of windas, a Flemish compound of *wind* or *winden*, to hoist, and *as*, an axle or wheel.

GUYNDE, II. p. 458. It is hoisted up.

GUYNDERA, I. p. 100. It shall hoist or wind up. GYNDER, II. p. 178. To wind.

GUYER, II. p. 166. To govern.

## H.

HABANDOUNEZ, I. p. 430. Abandoned. HABANDONNENT, p. 434. Abandoning.

HABLE, I. p. 276. A haven. HABLES, I. p. 277, p. 443. Havens.

HALOIGNES, II. p. 450. Floats or small buoys.

HAISTE, II. p. 434. You have. Ital. aveste.

HER, II. p. 296. The heir. HERS, p. 424. The heirs.

HAMSOKNE, II. p. 94. A malicious assault upon a person, who is within a house. "Lequel assault "se fait pur occider ou robber ou "bater ceux que en lour repose "sont deins lour measons." Myr-

rour des Justices, ch. i. sect. xi. De Hamsockne.

HANAP, I. p. 126. A drinking cup or goblet.

HANTE, I. p. 431. He haunts, frequents. HAUNTANT, I. p. 146. Frequenting.

HARANGES, II. p. 118, p. 158. Herrings.

HARANGESOUN, II. p. 158. Herring-season. HARENGUAISONS, I. p. 448. The same.

HARENK, I. p. 140. A fish called a herring. HERENK, p. 162.

HARNAIS, I. p. 433. Harness, armour. HARNEYS, I. p. 406 ; HARNOIS, I. p. 30, p. 34, p. 277, p. 310 ; HARNOIZ, I. p. 455; HARNAYS, I. p. 454. The same.

HARROWES, I. p. 154. Harrows, affrays or brawls accompanied with loud cries.

HAULT-FILE, I. p. 413. The deep-channel of rivers.

HAUTE PRIME, II. p. 102. High prime, about seven in the morning.

HAULTE TIERCE, I. p. 310. High tierce, nine o'clock in the morning.

HERBEGE, I. p. 62. Shelters, hides. HERBERGOURS, I. p. 453. Shelterers. HERBERGAGE, I. p. 464. Shelter. HERBERGEZ, II. p. 138. Sheltered.

HEU CRIE, I. p. 68. Hue and cry; pursuing a criminal with horns sounding the alarm and with cries.

HEYRS, II. p. 18, p. 58. Heirs.

HOLDEHEUDE, I. p. 140. The meaning of this word is obscure. It may be an Anglo-Norman corruption of Holy-Head, a headland or promontory surmounted by a shrine or a chapel, and called after some saint. The word holdehende is here coupled with Endeffelde, the geographical situation of which cannot be ascertained by reference to any existing map.

HOMME D'ARMES, I. p. 8. A man-at-arms as distinguished from an archer or bowman.

HANT, II. p. 350, p. 382. They have. Lat. habent ; Fr. avont.

HON, II. p. 254. One. HONS, II. p. 294. Probably a mis-writing for hom.

HORE, II. p. 374. The hour.

HORENDRE, II. p. 364. To allow.

HORYN, II. p. 476. A buoy.

HOST, I. p. 454, p. 456. An army.

HOSTEL, I. p. 10; II. p. 438. A lodging, or an inn where merchants lodge.

HOSTES, II. p. 120, p. 146. Hosts, who received foreign merchants to lodge in their houses, and assisted them in the sale of their merchandise. They are termed hostelers in the title prefixed to 9 Edw. III. c. x. Lat. hospites.

HOVERANTZ, I. p. 413. Hovering, tacking backwards and forwards.

HOURE DE PRIME, II. p. 144. Prime commenced at six o'clock in the morning.

HOURE DE NOUNE, II. p. 206. Mid-day.

HUCHE, II. p. 56. A chest or hutch. HUCHES, II. p. 394. Chests.

HUIT JOURS, II. p. 454. The South-European term for a week.

HULABGE, I. p. 122. The hold of a vessel, in which her cargo is stowed.

HUREZ, I. p. 416. Hours.

## I, J.

JAMES, II. p. 338. Never. Fr. jamais.

JA TARDEYS, II. p. 168. Nevertheless.

JECT, I. p. 438. Jetison.

JEMME, II. p. 184. Resin or tar.

JENET, II. p. 200. Broom ; genista, the emblem of the Plantagenets.

JENICE, II. p. 202. A young cow or heifer.

JESQES, II. p. 176, p. 182. Up to, until.

ILLEC, I. p. 120. Forthwith. ILLECQUES, I. p. 20, p. 126, p. 140; ILLEOKKES, II. p. 112 ; ILLEOQUES, II. p. 146. The same.

IMET, II. p. 298. He sends. The same verb as "met," with the vowel *i* prefixed.

INOBEDIENT, II. p. 166. Disobedient, unbuxom.

JOSTE, II. p. 308. Near to. JOSTES, II. p. 310. The same. Lat. juxta.

JOVEL, I. p. 152. Jewel. JUEL, I. p. 154. The same. JOYAULX, I. p. 84, p. 277. Jewels.

JOTE, II. p. 312, p. 356. The cheek. Fr. joue.

IPOET, II. p. 388. Can. The verb "poet," with the vowel *i* prefixed.

IQUEST, II. p. 392. That. Ital. questo.

IQUOU, II. p. 340. Which. The relative "quou," with *i* prefixed.

ISNELEMENT, II. p. 360. Forthwith.

ISORDET, II. p. 376. It arises. Sordet, with the *i* prefixed.

ISSERA, I. p. 58, p. 82. He shall issue. YSSERA, *ib.* The same.

ITEUX, II. p. 60. Such, the same : teux, with *i* prefixed.

ITRENCHET, II. p. 312. He cuts. Trenchet, with the letter *i* prefixed.

JUES, II. p. 370. A Jew. JUEVE, *ib.* A Jewess.

JUIA, II. p. 286, p. 354, p. 370. He adjudged.

IVIENT, II. p. 336. He comes. The verb "vient," with the vowel *i* prefixed.

JUQUE, II. p. 420. Until. JUQUEZ, II. p. 259. The same.

JUREE, II. p. 32. Jury. JUROURS, *ib.* Jurors. JUREZ, I. p. 146. The same.

JUSQUATANT, II. p. 422. Until such time as.

JUSTICE, I. p. 146. Brought to justice or to judgment; part. past.

JUSTE, II. p. 182. As far as, near to. Lat. juxta.

IUT, II. p. 358. Aided. *See* AIUT.

JUTGAMEN, II. p. 212. Judgment.

JUYSE, II. p. 142, p. 164. A tumbril car ; a species of pillory reserved for women.

JOLYE, II. p. 458. Pleasant, comfortable.

## K.

KAMME, II. p. 132. Hempen thread. Lat. cannabus.

KARRE, II. p. 190. A charre of lead, containing thirty pigs, each pig weighing seventy pounds.

KAY, II. p. 182. A kay or pier, alongside of which vessels may moor and land their cargo.

KEDELLES, I. p. 74. Kiddles or fixed nets for taking fish in rivers. KEDYLLES, I. p. 152. The same.

KEYE, I. p. 126. A kay or quay. *See* CAY and KAY.

KEYTYFS, II. p. 132. Poor wretched persons, caitiffs; from the Latin, captivus. *See* the Catalan word CATIVS, III. p. 250.

## L.

LABONNEMENT, II. p. 454. The hiring.

LADVENEMENT, II. p. 436. The amount or incoming of expenses.

LAGAN, I. p. 84, p. 150, p. 396. Goods lying at the bottom of the sea.

LAGRAT, II. p. 228. The pleasure or satisfaction. Fr. au gré.

LAFFERANT, I. p. 6, p. 142, p. 144. His due. LAFFERAUNT, I. p. 408. The same. *See* AFFERANT.

LAIDENGICES, II. p. 338. Verbal insults, reproaches. LAYDENGEZ, II. p. 412. The same.

LAIENNES, II. p. 222. The phrase "de laiennes" is the Gascon equivalent of "de leynes," which was probably a corruption of "de dedens," namely, inside of or in the hold of the vessel.

LALME, I. p. 84. The soul. Fr. l'ame.

LAOUR, II. p. 186. Labour, work.

LARDER, I. p. 10. The chamber in which the lard and materials for cooking were kept; the lardery or larder.

LARENNE, II. p. 470. The sand. Lat. arena.

LARRECIN, I. p. 330, p. 436. Larceny. LARRECHINS, I. p. 430. Larcenies. LARCHINS, I. p. 431. The same.

LAROUNS, II. p. 20. Robbers. Lat. latrones.

LART, II. p. 470. The blubber of a fish.

LAST, I. p. 134, p. 140. A variable measure, fixed at 10,000 fish by 31 Edw. III. The Yarmouth last of herrings contained 13,200 fish.

LASTWAR, I. p. 140. The weight of a last, calculated at 54 Italian tomoli, or two tons English, equal to forty cwt.

LATRAIT, II. p. 392. He draws it.

LATOUN, II. p. 190. A species of mixed metal, composed of tin and copper, termed in English laten.

LAVANDERERES, II. p. 132. Laundresses.

LAVEIR, II. p. 352. Property.

LAVENANT, I. p. 122. The amount; à l'avenant, according to the amount, pro ratâ.

LAUNGE TEYLE, II. p. 196. Linen made of long thread.

LAYRONCIN, II. p. 414. Larceny.

LAYZ, II. p. 478. Lay persons. Lat. laici.

LEAUS, II. p. 32, p. 42, p. 50. Loyal. LEAUMENT, *ib.* Loyally.

LEAUTE, II. p. 310. Loyalty.

LEIR, I. p. 112. The meaning of this word in this place is obscure, and it may be doubted whether it is not a corrupt word. LEIRE, III. p. 24. The same. LOIRES, II. p. 232. The same. The word leir may be another form of the word lair, which is still in use in Scotland to signify a sleeping place or berth, and which is still applied in England to the place, where a wild beast sleeps at night.

LEIRES, II. p. 312. A thief. Lat. latro; Fr. larron.

LEIT, II. p. 394. A bed. Fr. lit.

LEMPRISE, II. p. 382. The employment.

LESCHEITE, II. p. 292. What has fallen due.

LENDITE, I. p. 56, p. 60. Indicted.

LERES, II. p. 232. Will you let?

LERREZ, I. p. 112. You will let, or will you let. The more modern form would be louerez, from louer, to let.

LESLECCION, I. p. 24. *See* ESLECCION.

LESME, II. p. 266, p. 268, p. 392. The estimate or valuation. Lat. æstimationem.

LEST, II. p. 188. The weight of a last.

LESTANDARDS, I. p. 80, p. 164. The standard weight or measure.

LESTAPLE, I. p. 156. The staple: a privilege granted to certain towns of stopping certain goods in transitu, and having them put up to market.

LETAUNT, II. p. 362. Sucking milk: a term applied to milch calves.

LESTOREMENT, II. p. 304. Estorement. Fr. estorement, the stores of a ship.

LEUNS, II. p. 366. Pulse. Lat. lentes; Fr. lentille.

LEVAGE, I. p. 136. A payment for loading cargo.

LEYAUS, II. p. 258. Loyal.

LEYNE, II. p. 120, p. 128. Wool.

LEZER, II. p. 238. To permit. LESER, II. p. 280; LEISER, II. p. 324. The same.

LIANS, II. p. 424. Bonds. Fr. liens.

LICOUR, II. p. 184. Drink, liquor. LYCOUR, II. p. 176. Another form of the same word.

LICT, II. p. 452. A bed or cot.

LIEVE, II. p. 444. He raises or hoists up.

LIGNAGE, II. p. 264. Pedigree. LIGNAGES, *ib.*, II. p. 276. Heir. LIGNAGE, II. p. 274. Entail.

LINGE TEYLE, II. p. 198. Linen cloth. LYNGE TEYLE, II. p. 196. The same.

LIQUAUCUNQUE, II. p. 256. Whatsoever. LAQUACUNQUE, II. p. 304. The same.

LISE, I. p. 30. He may choose.

LISEENT, II. p. 352. They are. *See* SEENT.

LIST, II. p. 140. It is allowed. Lat. licet.

LIVRA A LIVRA, II. p. 218, p. 220, p. 234. Pound for pound.

LOA, II. p. 224. He hires.

LOAY, II. p. 262. I let for hire.

LOC, II. p. 212, p. 386. A place. Lat. locum.

LOCMAN, II. p. 288. A guide or pilot.

LOCTENANT, II. p. 240. A lieutenant.

LODMAN, I. p. 104. A pilot or guide. LODEMAN, I. p. 118, p. 120, p. 128. The same. LODESMEN, I. p. 160. Pilots. LODEMANAGES, I. p. 128, p. 160. Pilotage. The term lodman means a leading or guiding man, and was probably applied originally to a coasting pilot, who went ahead in his boat and led the way in front of a vessel. The loadstone, or lodstein, was so termed as being the guiding or leading stone.

LOER, II. p. 262. Hire.

LOERS, II. p. 212, p. 234. Wages.

LOES, II. p. 238. Hired, part. past.

LOGE, II. p. 292. Hires. LOGET, *ib.* Lets. LOGIER, *ib.* Lodger. LOGEE, *ib.* Let. LOIANZ, *ib.* Lessor. LOGERES, *ib.* Lessee. LOYANT. Lessor. LOUGET, II. p. 294. Hires. LOUGEE, *ib.* Hired.

LOGIERS, II. p. 304. Lettings. Lat. locationes. Fr. loyers.

LOIG, II. p. 310, p. 408. Distant. Fr. loin.

LOIGDAIG, II. p. 342. Distant. Fr. lointain.

LOING, I. p. 26; II. p. 452. Far from, distant. LOYNZ, II. p. 182. The same.

LOINGS, II. p. 234. Far.

LOIRES, II. p. 232. Mariners' berths on board a vessel. *See* LEIR.

LOISIBLES, I. p. 308, p. 312. Allowable, lawful.

LOMANT, II. p. 384, p. 394. A pilot. Anglo-Norman, locman.

LOPS, II. p. 304. *See* OPS.

LOSTEL. *See* OSTEL.

LOSTAST, II. p. 390. He removed it. OSTERET, *ib.* He shall remove.

LOSTAU, II. p. 318. The house or household.

LOTAUNT, II. p. 152, p. 178. Filling office in turn in a borough town.

LOTTAUNTZ E ESCOTTAUNTZ, II. p. 140. Filling lot and paying scot; that is, serving in turn the offices which devolve on a burgess, and paying pro ratâ contributions to the charges of the borough.

LOTMAGE, II. p. 226. Pilotage.

LOU, II. p. 238. The.

LOUAGE, II. p. 442. A hiring for wages.

LOUAUNCE, II. p. 152. An allowance.

LOVE, I. p. 114, p. 118. He hires. LOWE, I. p. 114. The same. LOVEZ, *ib.* Hired.

LOUERAYS, II. p. 450. Another form of louerez, will you let?

LOUGERS, II. p. 428. Payments. LOUGER, *ib.*; LOGER, *ib.* The same.

LOUYERS, I. p. 134. Wages. LOWERES, I. p. 134. The same. LOVYERS, I. p. 114; LOYERS, I. p. 114. The same.

LOYNDETE, II. p. 310. Distance.

LUEC, II. p. 284, p. 342. Place. Fr. lieu.

LU, II. p. 50, p. 140, p. 166. A place. LUZ, II. p. 148. Places.

## M.

MAAGNET, II. p. 410. He maims.

MACECREU, I. p. 142, p. 144. A butcher. MACECREUZ, *ib.* Butchers.

MACORT, II. p. 372. I agree with.
MADLE, II. p. 160. A male. MADLES, II. p. 120. Males.
MAINPRIS, I. p. 52. A surety to produce an accused person in court.
MAINS, II. p. 272. The least. Fr. moins.
MAINT, II. p. 254. Several.
MAINZ, II. p. 380. The less. Fr. moins.
MAIRES, II. p. 254, p. 330. A mayor. MAYOR, p. 254, p. 256; MAIOR, p. 256, p. 336; MAYOUR, p. 262. The same.
MAISON, II. p. 454. Probably a miswriting for mession, expenses, or mueson, harvest, fine season.
MAIST, I. p. 333. He disposes.
MAISTRIE, I. p. 50, p. 82. Pleasure, caprice, mastery,
MAITES, II. p. 324. Several. Fr. maintes.
MALAUDIA, II. p. 216. Malady, sickness.
MAL DE VENUE, II. p. 22. An essoin or excuse for not appearing in court on the ground of an impediment against coming there.
MALEMENT, I. p. 32: II. p. 114. Evilly, wickedly.
MALENGIN, I. p. 312. Deceit, malice. MALENGYN, I. p. 168. The same.
MALINEAUS, II. p. 304. Mariners; possibly a miswriting of the scribe.
MANACE, II. p. 62. A threat. MANACES, II. p. 56. Threats.
MANACOUR, II. p. 162. A threatener or menacer.
MANASSANT, I. p. 455. Threatening.
MANGIER, I. p. 134. To eat.
MANOYSTES, II. p. 142. Thefts or trespasses.
MAOUR, II. p. 32, p. 72. Greater, more. Lat. major.
MARCHAUNDAUNT, II. p. 152. Merchandising.
MARE, II. p. 362. Manner, probably a contraction for manere.
MARRAGES, II. p. 452. Stowages.
MARRATGE, II. p. 232, p. 234. The space on board a vessel for a mariner to load his venture.
MARRER, II. p. 458. To stow.
MARESCHAL, I. p. 56. The marshal of the Court of Admiralty.
MARREZ, I. p. 112. The space on board ship allowed for each mariner's venture. MARREAGE, *ib.* MARRIAGE, I. p. 114. MARREAGES, II. p. 452. The same.
MARES, II. p. 344. A salt-marsh. Fr. marais.
MARINEAU, II. p. 344. A mariner. MARINEA, *ib.* Mariners.
MAS, II. p. 360. Me.
MASSIP, II. p. 216. An attendant. Lat. mancipium, a servant.
MASSONS, II. p. 290. Masons. Fr. maçons.
MAUFAITERES, II. p. 266. Malefactors.
MAUMENER, II. p. 272. To maltreat.
MAUNDER, II. p. 158. To send. Fr. mander.
MAUTOTE, II. p. 396. Wrongful seizure.
MAVEYSTE, II. p. 162. Wickedness or crime.
MAUNCHE, II. p. 170. The handle. Fr. manche.

MAVOYS, II. p. 120. Wicked. MAVOYSES, II. p. 164. Fr. mauvaises.

MAUVOLENCE, II. p. 416. Ill-will.

MAYHEM, I. p. 154, p. 413. Maiming.

MAYRAGE, II. p. 376. Mayoralty.

MAYRES, I. p. 8. Mayors of towns.

MAYNE, I. p. 22, p. 130. The hands or crew of a ship.

MEA, II. p. 344. Mine.

MEABLE, II. p. 282. Furniture.

MEDISANZ, II. p. 414, A slanderess.

MEDLER, II. p. 176, p. 178. To mix or to mingle. MEDLE, II. p. 104, p. 172. He mixes or mingles.

MEER, I. p. 398, p. 413. The sea. MER, I. p. 96. The same.

MEFFAIT, I. p. 436, p. 441. He transgresses. MEFFAICT, I. p. 437. The same. MEFFET, II. p. 284. The same. MEFFONT, I. p. 433. They transgress.

MEHENNIER, I. p. 318. To maim.

MEHAYNE, I. 54. Maim.

MEIES, II. p. 322. Mine, plural. MEIE, II. p. 342. Mine, singular.

MEILLUEC, II. p. 388. The middle. Fr. milieu.

MEILZ, II. p. 376. Better. Lat. melius.

MEINDRE, I. p. 400. Adj. Less.

MEINS, I. p. 415. Adv. Less. Fr. moins.

MEITE, II. p. 228, p. 274. A moiety or half. MEITIE, II. p. 276.

MENDRE, II. p. 352. Less. Fr. moindre.

MENESTREUX, I. p. 444. Musicians, Minstrels.

MENGER, I. p. 322, II. p. 454. To eat. MENGIER, I. p. 136. The same.

MENJANT, II. p. 416. Eating. Fr. mangeant.

MENOR, II. p. 340. Minor.

MENZ, II. p. 92. The most.

MEOBLE, II. p. 154. Moveable.

MEOLES, II. p. 180, p. 196. Bales of goods.

MEORGENT, II. p. 74. They die.

MERCHE DE SEAL, II. p. 176. Mark of a seal.

MERYM, II. p. 192, p. 200. Timber, woodwork.

MERZ, II. p. 180. Merchandise.

MES, II. p. 138, p. 204. A house.

MESLEES, II. p. 438. Crowds of combatants mingled together.

MES, II. p. 236. A mess, or a meal.

MESON, II. p. 162. A house. Fr. maison.

MESAGE, II. p. 260, p. 268, p. 352. A proxy or agent. MESAGES, p. 318. Agents.

MESCREAUNCE, II. p. 206. Bad faith, misbelief, miscreancy.

MESDYE, II. p. 99. He contradicts, or abuses in words.

MESFESOURS, II. p. 96. Misdoers, malefactors.

MESPRES, II. p. 424. Contempt. Fr. mepris.

MESPRICION, I. p. 418. Misprision, neglect, oversight.

MESSEL, I. p. 318. A missal, or service-book.

MESSION, I. p. 116; II. p. 236. Expenses or outgoings.

MEST, II. p. 258. He lets fall. Lat. mittit.

M 2

MEES, II. p. 454. A mess, or allowance for a meal.

MESTIER, I. p. 4, p. 10, p. 22, p. 32, p. 72, p. 98, p. 170, p. 304, p. 408; II. p. 434. Need, necessity.

MESTIER, I. p. 422. Need. *See* MESTIER.

MESTIER, II. p. 102, p. 174. A trade. *See* MISTERE.

MESTZ, II. p. 452, p. 454. Meals or messes.

MEINZ, II. p. 22. Less. Fr. moins.

MEUZ, II. p. 46. Better.

MEUZ VAUEZ, II. p. 176. More substantial.

MEYN, II. p. 28, p. 40. A hand. MEYNS, II. p. 80, p. 178. Hands.

MEYNDREMENT, II. p. 20. Greater.

MEINTE FEZ, II. p. 16, p. 114. Frequently, several times.

MEIRES, II. p. 236. A mayor of a town.

MI VEIE PRIME, II. p. 102. Half way to Prime. *See* PRIME.

MIELZ, II. p. 372. Better. Lat. melius. Fr. mieux.

MINIMENTS, I. p. 26. Muniments, documents.

MISES, II. p. 344, p. 432. Expenses.

MISTERE, I. p. 416. A mystery or trade, so termed from the initiation into the secrets of labour and profits.

MOEVEZ, II. p. 422. Moved.

MOLES, II. p. 160. A species of shell fish, mussels. Fr. moules.

MOLINS, I. p. 92. Mills. MOLYN, II. p. 192. A mill. MOLYNS, II. p. 80. Mills.

MONSTRES, I. p. 451. Musters.

MOREINE, II. p. 144. Murrain.

MORTIERS, II. p. 188. Mortars.

MOERUST, II. p. 86, p. 138. He should die. MOERUSSENT, II. p. 138. They have died.

MOSTRE, II. p. 362. Evidence. MOSTREE, ib. The same.

MOITEE, II. p. 348. The half.

MOTOUN, II. p. 142. Mutton.

MOUNCEL, II. p. 188. A heap.

MOTT, II. p. 358. A word.

MOYAUS, II. p. 366. Wine measures, or tubs.

MUERGE, II. p. 370. He should die. Fr. mourait.

MUERT, II. p. 296. He dies. MOERT, ib. The same.

MUA, II. p. 278. Changed. Lat. mutavit.

MUSTRER, II. p. 36. To show.

MUY, II. p. 366. A measure. Lat. modius. Fr. muid.

MYE, I. p. 46, p. 90; II. p. 432. Not.

MYSE, II. p. 32. An issue in an action at law.

## N.

NAGER, I. p. 20. To row a boat; an abbreviation or contracted form of naviger.

NAFFIENT, II. p. 222. They do not fasten. *See* AFIER.

NAFRAST, II. p. 216. He hurts or wounds himself.

NAFFREZ, II. p. 216. Hurt or wounded.

NASQUIT, II. p. 314. It grows. Lat. nascitur.

NASSIENT, I. p. 102. Probably a miswriting for n'affient, from affier, to fasten.

NAUFRA, I. p. 456. Shall wound. NAUFRES, III. p. 8. Hurt or wounded.

NAVIRE. I. p. 8. A fleet or navy. NAVIE, I. p. 423. The same.

NAURAGE, II. p. 478. A shipwreck.

NAUREZ, I. p. 94. Hurt or wounded. NAURAST, I. p. 94. Should hurt. NAVREZ, II. p. 438. Hurt; part. past.

NEDI, II. p. 374. I do not say. Fr. je ne dis pas.

NEET, II. p. 290. Denies. Lat. negat. Fr. nie.

NEF, I. p. 88, II. p. 432. A ship.

NEIS, II. p. 258. Besides. NEIS ENCORE. Still more.

NELEN, II. p. 258. Il ne len fera, he will not do to him.

NENZ, II. p. 188. Nothing.

NENVOILLANTS, I. p. 38. Unwillingly.

NEOFS, I. p. 423. Ships.

NEQUEDENT, II. p. 96. Nevertheless, however.

NESMAYNS, II. p. 258. Nevertheless. Fr. néanmoins.

NET, II. p. 168. Tut à net, altogether, entirely. Tut à nete, *ib.* The same.

NETE, II. p. 172. Pure, clean.

NEYRE, II. p. 188. Black. Fr. noire.

NEYS, II. p. 274. Besides.

NEZ, II. p. 372, p. 378. Ships.

NIEFS, I. p. 396. Ships.

NIENTMEYNES, I. p. 413. Nevertheless.

NOGUIST, II. p. 346. *See* OGUIST.

NOMET, II. p. 348. He names.

NOVEL DISSEYSINE, II. p. 42. Recent dispossession. An assise of novel disseisin was a recognition in pursuance of a king's writ to oust a trespasser, who had recently disseised another of his freehold unjustly. The term "novel," at the time when Henry II. established this assise, included all trespasses made since the king's last voyage to Normandy, A.D. 1184.

NOSOT, II. p. 346. He knows not.

NOYRIM D'OSTAU, II. p. 270. A house-goose.

NUS, II. p. 378. Nothing, nobody.

NULH, II. p. 224. Any one.

NUL, II. p. 98. Any one. NULZ, II. p. 440. Any persons.

## O.

OB, II. p. 214. Or.

OBLAMANDAMENT, II. p. 254. Ob la mandament, with the authority.

OBOLE, I. p. 12. A halfpenny, half a denier. Lat. obolus, the half of a denarius.

OBRAS, II. p. 236. Works. Lat. operas.

OBS, II. p. 342, p. 344. Service or use. *See* OPS.

OCHISON, II. p. 294, p. 300. A cause or an occasion of a thing happening. *See* ENCHESON.

OCIEOR, II. p. 360. A slayer or murderer. Lat. occisor.

OCIRE, II. p. 270. To kill. OCIST, II. p. 410. He kills. Lat. occidere.

[illegible] II. p. [illegible], p. [illegible]. [illegible] or a [illegible].

[illegible]

[illegible] II. p. [illegible]. He did; another form of [illegible]. Fr. [illegible].

[illegible] II. p. [illegible]. To [illegible].

[illegible]

[illegible] I. p. [illegible]. They shall hear, from [illegible], to hear.

[illegible] II. p. [illegible]. This word is probably a mis-writing of [illegible], [illegible] or running.

[illegible] II. p. [illegible], p. [illegible]. Dower. Lat. [illegible].

[illegible] II. p. [illegible]. [illegible].

[illegible] II. p. [illegible], p. [illegible]. Household.

[illegible] I. p. [illegible], p. [illegible]. A lodging or house.

[illegible] I. p. [illegible], p. [illegible]. To put out, or take away, to diminish.

[illegible] II. p. [illegible]. Outrage.

[illegible] II. p. [illegible]. Beyond. Fr. outre.

[illegible] II. p. [illegible]. Removed.

[illegible] II. p. [illegible]. He hoists or sets, applied to the sails of a vessel.

[illegible]

OUTRAIOUSEMENT, II. p. 50. Outrageously, excessively.

OUVRABLES, I. p. 126. Applied to days, signifying work-days, as distinguished from days on which it was unlawful to work.

OWELES, II. p. 202. Equal.

OY, II. p. 304, p. 326. Heard. OYZ, II. p. 326. The same.

OYER, II. p. 150. To hear. OYIR, II. p. 124. The same.

OYGNONS, II. p. 118. Onions.

OYRRENT, II. p. 412. They shall hear.

OYSIOS, 326. Birds. Fr. oiseaux.

## P.

PAINE, I. p. 26, p. 30. Pain.

PAINNE, I. p. 104. Probably a miswriting for paume, the palm of the hand, as distinguished from poing, the closed hand or the fist.

PANEL, II. p. 32. The panel or list of the jury.

PANERS, II. p. 102. Baskets. Fr. paniers.

PAPIERS, I. p. 450. Papers.

PAR, II. p. 406. A peer or equal. PER, II. p. 408. The same. Anglo-Norman, per; Lat. par.

PARAINSI QUI, I. p. 18, p. 22. In order that, so that.

PARCONER, II. p. 376. A partner.

PARESCHE, II. p. 268. Appear. PAREST, p. 280. The same.

PARFOURMIR, I. p. 160. A miswriting of the scribe of the Whitehall MS. for parfournir.

PARFOURNICEMENT, I. p. 6. A furnishing or performing.

PARSEY, II. p. 382. For himself.

PARTIR, II. p. 442. To share.

PARVEENTMENT, II. p. 394. Belonging to.

PAU, II. p. 300. A stake. Lat. palum.

PAULME, II. p. 446. The palm of the hand.

PAUMEE, II. p. 326. An offer or bidding at an auction.

PAUMEIEE, II. p. 280. Contracted to purchase.

PAVOIS, I. p. 314. A shield. PAVOIX, I. p. 450. Shields.

PAUPER, I. p. 404. Paper.

PAYNE, I. p. 24. Pain. PEYNE, I. p. 34. The same.

PE, II. p. 350. Foot. PIE, *ib.* The same. Lat. pes.

PECEER, II. p. 354. To pull to pieces.

PEDDERS, II. p. 102. Pedlars.

PEER E COMMUNER, II. p. 136, p. 178. A resident burgess of the town of Ipswich, paying lot and scot. PER E COMUNER, II. p. 146, p. 180. The same. PIERS E COMUNERS, II. p. 170. The plural number of the same.

PEGENT, I. p. 110; II. p. 230. Appear; a contraction for paregent.

PEIGNORER, II. p. 256. To give security. Lat. pignorari.

PEIS, II. p. 228. Peaceableness. Fr. paix.

PEISSON, II. p. 372. Fish. Fr. poisson.

PELS, II. p. 142. Skins of sheep

PENANCE, I. p. 56. Penance. PENITANCE, I. p. 66. The same.

PENSEZ. II. p. [illegible]. Surgically dressed, stanched. Fr. pansé.

PENTECOUSTE. II. p. 130. The feast of Pentecost. The week of Pentecost here meant is evidently the week after Whitsunday, what is termed Whitsun week.

PEPOUDROUS. II. p. 22. Courts of summary jurisdiction.

PERDUTZ. II. p. 222. Lost.

PERSEWER. II. p. 296. To follow up. Lat. persequi.

PERNE. II. p. 194. A flitch of bacon.

PERNOURS. I. p. 396. The finders or takers: probably a miswriting for prenours.

PESCHERIE, I. p. 443. II. p. 361. A fishery. PESCHERESSE. I. p. 75. A miswriting of the scribe of the Whitehall MS. for pescherie.

PESNAGE. II. p. 368. Pesage.

PESTOUR. II. p. 172. A baker. Lat. pistor.

PESTS. II. p. 132. p. 172. Bread.

PESSOUN. II. p. 108. Fish. PESSOUN. II. p. 102. The same. PESSOUN. ib. The same.

PEYS. II. p. 176. Weight. PEYSES. ib. Weights.

PIE ESTANT. II. p. 254. Foot-standing.

PIGNOUN. II. p. 366. A pennon. PIGNOUNES. II. p. 392. Pennons.

PIGNONS. II. p. 306. A pointing-stone.

PILLAGE. II. p. 479. Pillage.

PILLORI. II. p. 100. p. 102. The pillory. PILLORIE. II. p. [illegible]. The same.

PIN. II. p. 236. Bread. Lat. panis.

PINGNERESSES. II. p. [illegible]. Spinners.

PINGNERE. ib. Sonn [illegible].

PIPA, II. p. 222. A pipe of wine. PIPPA, ib. The same.

PIPPE, I. p. 92. p. 102. p. [illegible]. A pipe of wine. PIPE. I. p. 122, p. 158. p. 427. The same.

PLANCHAGE, II. p. 372, p. 395. A landing-stage.

PLANCHE, II. p. 312. A plank.

PLAS. II. p. 294. More. Fr. plus.

PLEST. II. p. 314. He pleases.

PLEVIRA, II. p. 202. He shall pledge.

PLUSEURS. II. p. 314. Several. PLUSOURS. II. p. 294. The same. PLUIS OURS. II. p. 276. The same. Fr. plusieurs.

PIRATES. I. p. 278. Cruisers. PIRATES. II. p. 478. Pirates, plunderers.

PLAIRE. I. p. 92. p. 308: II. p. [illegible]. It should please. PLAIRE. I. p. 95, 134. The same.

PLEGGES. I. p. 304. p. 310. p. 395. Sureties. PLEGGES. I. p. [illegible]; II. p. 30. p. 40: PLEGGES. II. p. [illegible]. The same.

PLEVYS. II. p. [illegible]. Assured, warranted. PLEVYSES. II. p. [illegible]. The same, plural.

POING. II. p. 112. The fist. Fr. poing.

POINGS. II. p. 446. The closed hand, or the fist.

POINTES. I. p. 310. p. 316. Pointed weapons.

POIS. II. p. 94. Weight. POYS. I. p. 162. The same.

POISSANT. II. p. 120. Able. POISSANTZ. p. 130. Plural. Fr. puissant.

POIZ. I. p. [illegible]. p. [illegible]. Weights.

POKETTE. II. p. [illegible]. A packet of wool, probably half a sack, called elsewhere a sarpler.

POKYER, II. p. 104. A miller.

POLE LA, I. p. 138. The part of the river Thames extending from the Tower to Limehouse, called the Pool.

POLEYNS, II. p, 184. Poles to carry litters or stretchers or goods.

PONC, II. p. 384. The deck or bridge of a ship. Lat. pons.

POPEL STRENDLINGS, II. p. 190. A species of fur taken from the back of a squirrel between Michaelmas and winter, according to a note on Liber Horn, fol. 249.

POR, II. p. 378. For. Fr. pour.

PORCEAULX, II. p. 468. Swine.

PORCHAINS, II. p. 290. Near, neighbouring. PORCHAYN, II. p. 308. The same. Fr. prochain.

PORPAIS, I. p. 152. A porpoise. PORPEYS, II. p. 102. The same.

PORPOSEES, II. p. 390. Stated: another form of "proposees."

PORRAY, II. p. 266. I could.

PORTAGE, I. p. 4. The burden or capacity of a ship.

PORTAGE, I. p. 122, p. 138. A mariner's venture, which he was entitled to put on board, if he took part in the common adventure and did not receive wages. PORTAGES, I. p. 134, p. 166. The same. Also the space allowed to mariners, to be let to merchants for freight payable to the mariners in lieu of wages.

PORTMANEMOT, II. p. 28. *See* PORTMENNEMOOT.

PORTMANNEMOOT, II. p. 26. *See* PORTMENNEMOOT. PORTMANNEMOT, II. p. 90.

PORTMENNEMOOT, II. p. 26. The stated meeting of the portmen or common council of a borough. PORTMENNESMOT, II. p. 20.

PORVEIR, II. p. 276. To provide.

PORVIS, II. p. 216. Provided.

POS. *See* POUZ. MIS EN POS, II. p. 262. Allowed to drop.

POSOM, II. p. 272. Let us suppose.

POSSET, II. p. 388. Passes. This word should probably be read "passet."

POTEL, I. p. 80. A pottle, two quarts.

POTZ DE TERRE, II. p. 200. Earthen pots or pottery.

POULDRE DE CANONS, I. p. 439. Gunpowder. POULDRE, I. p. 444, p. 450. The same. POULDRES, I. p. 448. The same.

POUNTES, I. p. 413. Bridges. Lat. pontes.

POURES, II. p. 132. Poor. POVRES, *ib.* The same.

POVOIR, I. p. 28, p. 32. Power, authority. POVAIR, p. 415. The same.

POUR CE QUE, I. p. 16. Because. Fr. parceque.

POURQUOI, II. p. 446. Whilst.

POURSUYR, I. p. 12. To pursue. POURSUYVIR, p. 82. The same.

POURVEANCE, II. p. 216. Provision. POURVEOIR, II. p. 216, p. 238. To provide.

POUZ, II. p. 258. Feet. MEST EN POUZ. He has let it drop.

POUZINS, II. p. 270. Chickens.

POYGN, II. p. 94. The fist. *See* POING.

POYNTZ, II. p. 148, p. 150, p. 152. Points. POYNT, II. p. 170. Point. POYNTE, II. p. 170. The same.

POYRET, II. p. 256, p. 342. He could.

POYS, II. p. 310. A well. Lat. puteus; Fr. puits.

POYZ, II. p. 114. Little. Fr. peu.

PRAINZ, II. p. 370. Pregnant. Lat. prægnans.

PREISEZ, I. p. 58. Appraised, estimated.

PREIGNE, II. p. 440. He should take. PREYGNE, II. p. 124. The same.

PRENGE, I. p. 96. He takes. PRENGNE, I. p. 10, p. 134. The same. PRENGNANT, I. p. 146. Taking.

PRESIST, II. p. 274. He took. PREIST, p. 330. The same.

PRESTAMENT, II. p. 236. Quickly, speedily.

PRESTAS, II. p. 262. You lent.

PRESTRE, II. p. 362. Priest.

PREUD HOME, II. p. 434. A man of substance, a respectable burgess.

PREVILLEGE, I. p. 440. Privilege.

PREZ, II. p. 392. Price. Lat. pretium; Fr. prix.

PRIME, II. p. 408. A church-service at six o'clock in the morning.

PRINDRENT, II. p. 234, p. 452. They took.

PRINS, II. p. 238. Taken; past part.

PRINSE, II. p. 462. Taken, fem. gend.

PRISEE, II. p. 434. Valued at.

PRISON, II. p. 364. Prisoner.

PRIVE, II. p. 124, p. 148. A burgess resident in the town, as distinguished from a stranger or foreigner.

PRIVETEZ, II. p. 128, p. 168. The secrets of the town, or the secrets of the Crown.

PRODES HOMMES, II. p. 260, p. 266, p. 268, p. 278, p. 294, p. 304, p. 310, p. 318, p. 360. This word is sometimes used in a general sense to signify freeholders or respectable burgesses, sometimes a special body of such persons acting as magistrates or judges.

PRODOME, II. p. 254, p. 284. A magistrate.

PROEZ, II. p. 424. Proved.

PROLOIGNENT, II. p. 382. They prolong.

PROVETICE, II. p. 318. Providence, precaution.

PRUMEY, II. p. 224. The first.

PRUMEYRAMENT, II. p. 210, p. 222. Firstly.

PUCHE, II. p. 410. He can. PUCHET, II. p. 420. He could.

PUGNICION, I. p. 432. Punishment. PUGNITION, I. p. 433. The same.

PUGNIR, I. p. 434. To punish. PUGNIRONT, I. p. 432. They shall punish. PUGNIS, I. p. 437. Punished. PUGNY, *ib.* The same.

PUGNISSEMENT, I. p. 170. Punishment.

PUGNITION, II. p. 480. Punishment.

PULLETERS, II. p. 100, p. 104. Poulterers.

PUNG, II. p. 224. The fist or closed hand.

PURPARTYE, II. p. 120, p. 122. A legal share in an inheritance.

PURPRESTURES, II. p. 130. Incroachments, on lands or franchises. *See* Glanville, l. 9, c. 15.

PUSCANT, II. p. 240. This word is evidently corrupt, and is probably a misreading of a contraction equivalent to "pergent," they appear.

PUSQUA, II. p. 214. He may be able.
PYZ, II. p. 184. Pitch.

## Q.

QEMEUZ, II. p. 118. Who best.
QUALAGE, II. p. 372. Quay-dues.
QUALEZ, II. p. 370. Plunged into, or dipped.
QUAR, II. p. 372. For or because. Fr. car.
QUARTEORS, II. p. 366. Quarters.
QUAS, II. p. 364. Cases. Fr. cas.
QUATRE MERS DENGLETERRE, II. p. 44, p. 46, p. 64. The four seas of England.
QUAU, II. p. 212. Whatever.
QUAVES, II. p. 354. Eaves.
QUERREILLOT, II. p. 310. Complaint.
QUERIR, II. p. 438. To seek. Lat. quærere.
QUERRE, II. p. 218, p. 232. To claim or to provide.
QUERRE, I. p. 96, p. 112, p. 118. To seek. QUERGE, II. p. 24. Should seek.
QUILLAGE, II. p. 394. Keel-dues.
QUINZENE, II. p. 340, p. 408. Fifteen days or a fortnight.
QUINZINE JOUR, II. p. 26. The fifteenth day, in other words a fortnight.
QUITES, II. p. 224. Quits or released.
QUYRS, II. p. 142, p. 190. Skins, leather. *See* CUYRS.
QUYS, II. p. 116. Sought; participle past of querre, to seek.
QUYURE. II. p. 190. Copper. Fr. cuivre.
QUITECLAMANCE, II. p. 58, p. 124. Quit-claim. QUITECLAMER, II. p. 160. To renounce. QUITECLEYME, *ib.* An act of renunciation.

## R.

RAENCON, I. p. 44. Ransom. RANCEON, p. 457. The same.
RAENSONNEZ, I. p. 28. Ransomed.
RABATANT, II. p. 440. Deducting.
RADDE, II. p. 468. A roadstead.
RAIDEMENT, II. p. 352. Strictly. Fr. roidement.
RAIGE, II. p. 308. An edge. RAIZ, *ib.* The same.
RAIGNER, II. p. 368, p. 368. To argue. RAISGNER, II. p. 324. The same. RAIGNE, II. p. 264. He argues or asserts. Lat. ratiocinari.
RAISGNER. *See* RAIGNER.
RAISONERES, II. p. 316. Advocate. RAISOUNEOR, *ib.* RAISONAYRES, *ib.* RAYSOUNEOR, *ib.* The same.
RAIX, II. p. 458. Ray-fish.
RAPAREILLET, II. p. 302. Should repair, or prepare again.
REBATRA, I. p. 172. Shall abate, shall allow discount.
REBBEL, II. p. 92. A rebel. REBELLE, I. p. 32, p. 146. The same. REBELLES, I. p. 148. Rebels.
REBELLETEES, I. p. 30. Rebellion. REBELTE, II. p. 182. The same.
REBOS, II. p. 354. Retired.
REBOST, II. p. 312. En rebost, clandestinely.
REBOTE, II. p. 164. Reduced, dishonoured.

REBOUTTEMENT, I. p. 433. Dishonour.
RECEGU, II. p. 238. Received.
RECEOURE, II. p. 38. Should recover. RECOURE, II. p. 40. The same.
RECEPEURS, I. p. 148. Receivers.
RECEURENT, II. p. 50. They received.
RECEYVOIR, I. p. 30. To receive. RECEYVRE, II. p. 152. The same. RESCEIVERENT, I. p. 427. They received.
RECONISSAUNCE, II. p. 42, p. 66. A recognisance of title. RECONYSSOUR, p. 62. The party whose title is recognised. RECONNESSOUR, p. 66. The same.
RECONUSTRE, II. p. 34. To recognise.
RECORS, II. p. 260. A record.
RECOURE, II. p. 40. Should recover. RECOUVERIR, II. p. 60. To recover. RECOURIR, p. 62, p. 152. The same.
RECOYRE, II. p. 264. To recover. RESCOYRE, *ib.* The same.
RECUNSEYLLIE, II. p. 118. Reconciled. RECUNSELLYE, II. p. 150, p. 152 ; RECUNCILLIE, II. p. 156. The same.
REDDOUR, II. p. 112, p. 116. Rigour, stiffness. Fr. raideur.
REES, I. p. 150, p. 164. Nets. REYS, II. p. 194. Lat. retia.
REETZ, II. p. 458. Nets.
REFIANCE, II. p. 262. A refusal.
REFUDER, II. p. 342. To refuse. REFUDET, II. p. 424. He refuses. REFUIDERA, II. p. 426. He shall refuse.
REGARD, I. p. 8, p. 12, p. 140, p. 404. Reward, consideration.
REHERCE, II. p. 118, p. 136. Rehearsed, past part.
REHEYT, II. p. 68. Let him have back. Lat. "rehabeat," the title of a writ of recovery.
REINS, II. p. 420. Redeemed.
REIS, II. p. 282. The king. REI, II. p. 312. The same. REY, II. p. 314, p. 230. The same. Lat. rex.
REKE, I. p. 138. Rack, the time of drawing off or racking the wine in wood.
RELASCHEMENT, II. p. 416. Remission. Fr. relâchement.
REMAIGNANT, II. p. 348. The remainder. REMAIGNENT, p. 356. The same.
REMANANT, II. p. 462. Residue. REMENANT, p. 466. The same.
REMANENT, II. p. 404. The remnant or the residue.
REMENER, II. p. 212. To bring them back. Fr. ramener.
REMES, II. p. 422. Sent back.
REMUER, II. p. 166. To remove. Lat. removere.
RENABLEMENT, II. p. 36. Reasonably.
RENS, II. p. 236. Nothing. Fr. rien.
REOS, II. p. 200. Wheels. Lat. radios.
REPARALLIER, II. p. 52. To repair. REPARALLIE, II. p. 54. Repaired. REPARAILIEE, *ib.* The same.
REPETEZ, II. p. 266. Another form of repitez, respited.
RESCEYVER, II. p. 404. To receive.
RESPOTE, II. p. 336. Respite.

RESPOYGNE, II. p. 88, p. 110. He should answer. RESPOUNDRE, p. 90. To answer.

RETOR, II. p. 342. Return.

RETREITE, I. p. 402. Withdrawal. RETREUNT, II. p. 86. They withdraw. RETREITZ, II. p. 114. Withdrawn. RETREET, II. p. 152. The same.

REZ, II. p. 310, p. 372. Nets. Lat. retia.

RIEULER, I. p. 24. To rule or govern.

RIVAGE, II. p. 372. Shore-dues.

RIVAS, II. p. 232. Fares, or stowage room.

RIVES, I. p. 112. Fares, or places on board ship in which the mariners had to stow their ventures.

ROULE DE LA VILLE, II. p. 56, p. 72, p. 116. The public Roll of the town, in which all the deeds executed by burgesses and all their testaments after death were enrolled.

ROULE DES BAILLIFS, II. p. 119. A Roll of the town, in which all the sales of merchandise were enrolled by the bailiffs to prevent subsequent disputes between the buyers and the sellers.

ROYS, II. p. 388. The king.

RUMPUREZ, I. p. 398. Breakers. RUMPURE, *ib.* Breaking. RUMPERIE, p. 415. The same.

RUNDELET, II. p. 186. A small cask.

RYMAGE, II. p. 450. Stowage. Fr. arrimage.

## S.

SABATERE, II. p. 308. A foot's length in every direction. SABATERES, II. p. 306. The same in the plural number.

SABEIAS, II. p. 214. Saved or salved.

SACUILLIT, II. p. 354. He arranges with.

SAIOSTENT, II. p. 272. They unite themselves together.

SAKE, I. p. 138. A sack. SAAKE, II. p. 182, p. 184. The same. SACKES, I. p. 396. Sacks.

SAKER HORS, II. p. 176. To shake out or draw off.

SAMOUN, II. p. 102, p. 192. A fish, called salmon.

SANETE, II. p. 218. Good health, Lat. sanitate.

SANG ESPANDU, I. p. 68, p. 154. Bloodshed.

SANNEE, II. p. 426. His year.

SAPCHET, II. p. 362. He knew.

SARCUTZ, II. p. 188. Coffins.

SARPELLERS, II. p. 190. Pockets of wool. *See* POCKETE.

SAULMONS, I. p. 152. Salmons. *See* SAMOUN.

SAUNGE TREET, II. p. 94. Blood-drawing.

SAUVAYZINES, II. p. 314. Wild game. SAUVAZINES, *ib.* The same.

SAZINE, II. p. 322. Seisin; a lawful taking of possession.

SAZINE, II. p. 304. A seizure.

SAZON, II. p. 302. Season.

SAUNERS, II. p. 344. A salt-worker.

SAUNERIE, II. p. 344. A salt-work or a salt-marsh.

SAY, II. p. 272. Himself. Fr. soi.

SAYGREMENS, II. p. 260. Oaths. SAIGREMENT, *ib.* An oath.

SCAVENT, I. p. 142. They know.

SCEIT, I. p. 108. He knows.

SCEIVENT, p. 160. They know.

SCHISON, II. p. 320. *See* OCHISON.

SEBRONDAILZ, II. p. 388. The eaves of a roof.

SEENT, II. p. 338, p. 372. They are.

SEEGE, II. p. 220. A seat or bed, in which a vessel settles, when she grounds with a falling tide.

SEGANT, II. p. 254. According to.

SEGLER, I. p. 14. To sail.

SEGRAMENT, II. p. 220. Oath. Lat. sacramentum.

SEICHE, II. p. 458. Dry ground.

SEIGLANS, II. p. 460. Sailing.

SEINT GEORGE, I. p. 456. The red cross of St. George was worn as a distinguishing mark on the dress of English soldiers in the army of King Richard II.

SEIS, II. p. 236. Probably a miswriting for "feis." Fr. fois, times.

SEGRE, II. p. 420. To follow. Lat. sequi.

SEIGNER, II. p. 312, p. 356. To puncture so as to draw blood. Fr. saigner.

SEIGNOR, II. p. 322. The lord or magistrate.

SEIGNORIE, II. p. 290, p. 292, p. 294, p. 296, p. 304, p. 312. The local magistrate or territorial judge.

SEKKE, II. p. 156. Dry, applied to land in contrast to sea. Fr. sec.

SEMEYNE, II. p. 22, p. 136. A week. Lat. septimana.

SEMONT, II. p. 286. He summons. SEMONDRE, *ib.* To summon.

SEMPEROIT, I. p. 92. It should deteriorate.

SEMPIRE, II. p. 436. It becomes damaged or deteriorated.

SENESCHAL, I. p. 10, p. 78, p. 276. A steward.

SENHORS, II. p. 211. Sirs, gentlemen.

SENESCHAULX, I. p. 68. Stewards.

SEN PIRA, II. p. 212. It deteriorates. SEN PERROIT, p. 214. It became worse, suffered damage. Fr. s'enpiroit. The same.

SENTENTIE, II. p. 466. Decreed.

SENYVRENT, II. p. 438. They get drunk.

SERCHERS, I. p. 164. Custom-house searchers.

SERIANTZ DE PEE. I. p. 421. Foot soldiers, men serving on foot.

SEVREZ, II. p. 170. Separated, divided.

SEVENT, II. p. 384. Knowing. Fr. savant.

SEUR, II. p. 456. Price. *See* FEUR.

SEUS, II. p. 234. Those. *See* CEUS.

SEZIST, II. p. 304. Seises.

SEY, II. p. 284. Himself. Fr. soi.

SHAREZ, I. p. 398. Shares.

SHYNGELBORD, II. p. 192. Thin board of wood to be used for shingles or wooden tiles on house roofs.

SIGLENT, II. p. 372. They sail.

SILOM, II. p. 254. A contraction for si l'homme.

SINE, II. p. 424. Unless.
SIRES, II. p. 414. The lord.
SIZ, II. p. 360, p. 368. His own. Lat. suus.
SOBORNE, II. p. 376. Suborned.
SOCEABLEMENT, II. p. 266. Sufficiently. SOUCEABLEMENT, II. p. 276, p. 286. The same.
SODEIGNEMENT, I. p. 406. Suddenly.
SOCEANT, II. p. 288, p. 320. Sufficient. SOCEANTZ. II. p. 296. The same, plural number.
SOE, II. p. 320. Safe. SONS, *ib.* The same.
SOE, II. p. 320, p. 322. His own.
SOENT, II. p. 338. Often. Fr. souvent.
SOGUE, II. p. 354. Knowledge.
SOGU, II. p. 328, p. 330. Known.
SOLDEOURS, I. p. 406. Soldiers, men who fight for pay. SOUDEOUR, p. 454, p. 457. A soldier.
SOLEIL RESCUNS, II. p. 158. Sunset.
SOLEILZ, II. p. 318. The sun. Fr. soleil.
SOLEIT, II. p. 280. Is accustomed. Lat. solet.
SOLEMPNELEMENT, I. p. 56, p. 60. solemnly.
SOLEYENT, II. p. 68. Are accustomed. Lat. solent.
SOLOM, II. p. 150, p. 172. According to. Fr. selon.
SOLOIT, I. p. 404, p. 456. Is accustomed.
SOME, II. p. 310. A horseload of wine.
SOMMANT, II. p. 472. Summoning.
SOMUNS, II. p. 28. A summons. SOMUNSES, II. p. 30, p. 122. Summonses. SOMUNDRE, II. p. 122. To summon. SOMENOURS, II. p. 30. Summoners.
SONS, II. p. 310. Safe.
SOOR, II. p. 192. Smoked, from sorir, to smoke. The term was applied to herrings and other fish dried in the smoke of a wood fire.
SORDET, II. p. 326. Arises. Lat. surgit.
SORQUETOT, II. p. 384. Above all. Fr. surtout.
SOUBZ-ADMIRAL, I. p. 16, p. 18. Under-admiral, vice-admiral.
SOUCEANT, II. p. 296. Sufficient. SOUCEANZ, II. p. 254. The same, plural number.
SOVEREYNZ, II. p. 96, p. 110, p. 168. Superiors in office.
SOUPECONOS, II. p. 330. Suspected.
SOUEZ DESTERLINGUES, I. p. 6, p. 8. Silver pennies, which were required by the assise of weights and measures to weigh each 32 grains of wheat, whilst 20 of such pennies were to make up an ounce, and twelve ounces a pound of silver. The quantity of alloy in each penny was not exceed one twelfth part of the silver.
SOULOIT, I. p. 140. Is accustomed.
SOURDE, II. p. 106, p. 168. It arises. SOURDANT, II. p. 88. Arising.
SOURSEMEZ, II. p. 144. Tainted.
SOURVEOURS, II. p. 121. Surveyors.
SOURVEYENT, II. p. 176. They survey.
SOURVINENT, I. p. 134. They surprise.
SOUSMAYRERIE, II. p. 374. Undermayorship. SOSMAYRIE, *ib.*

sous, II. p. 424. Alone. Lat. solus.

soute, II. p. 106. A suit or claim.

souventesfoys, I. p. 434, p. 438. Oftentimes. soventefeze, II. p. 142. The same.

soy, I. p. 6. His own.

statut de la Merchancye, II. p. 174. The Statute of merchandise. There were two Statutes of Merchants, xi. Edw. I., commonly called the Statute of Acton Burnel, and xiii. Edw. I. stat. 3. The latter is probably here meant.

see, II. p. 192. Suet or lard.

suaunt, II. p. 32. Suing in a court of law. *See* verb sure.

subbaillif, II. p. 110, p. 134. Underbailiff. subbaylyfe, II. p. 168. The same.

suburbe, II. p. 148. The outskirts of a town, the parts beyond the limits of the borough, the suburb.

surcoote, II. p. 198. Overcoat.

suette, I. p. 404. Followers, or attendants. Fr. suite.

sumerge, II. p. 474. Sunk. Lat. submergere.

sure, II. p. 44. To sue in court. sute, II. p. 108. A suit. Fr. suivre.

surement, I. p. 408. An oath. Fr. serment.

suyront, I. p. 32. Shall follow.

syvyle, I. p. 408. Civil, applied to the law of the land in distinction from the law marine.

symayns, I. p. 422. Weeks. *See* semeyne.

symenel, II. p. 172. A superior species of bread, so called probably from the Latin word simila or similago, signifying fine wheaten flour.

## T.

tabla, II. p. 230. The table, where the mariners dined.

table de marbre, I. p. 439, p. 444, p. 445, p. 448. The marble table in the Court of the Lord Admiral of France.

taignent, II. p. 356. They tend to.

taisement, II. p. 440. Silence.

talere, II. p. 312. A cutting instrument. Fr. tailler.

targe, I. p. 126. A target or buckler.

targe, I. p. 312; II. p. 126. He tarries or delays. targer, II. p. 92. To delay.

tart, II. p. 332. Late.

tasseelier, II. p. 302. The faggots stacked in frames, through which the brine drains and leaves the salt crystallised.

tallie, II. p. 126. A piece of wood, so cut and indented as to fit accurately into another piece of wood, cut and indented in a corresponding manner. A tally.

tastent, II. p. 176. They taste, applied to borough officers who went round the public cellars, and tasted the wines offered for sale, in order to ascertain their purity.

tau, II. p. 258. Such. taus, II. p. 268. The same in the plural number. Lat. talis.

taunke, II. p. 156. Until.

TAUXEES, I. p. 444. Taxed or assessed by way of fine or penalty.

TAWES, I. p. 150. A species of pot or net to catch fish

TAXE, II. p. 124. Taxed or estimated.

TELE A TREEFES, II. p. 329. Sailcloth; from tele, cloth, and trefs or treefs, small sails; such as are mentioned in the Ordinance of King John, vol. I. p. 120.

TEMOYNGNAUNCE, II. p. 108. Testimony or evidence.

TENCERESSES, II. p. 164. Female scolds, or common chiders.

TENDE, II. p. 124. Contend, claim.

TENEOR, II. p. 278. The tenant in possession.

TESTE, II. p. 456. The head. Fr. tête.

TEU, II. p. 80, p. 100, p. 200. Such. Fr. tel.

TENGUE, II. p. 328, p. 388. Tenure.

TENSOZE, II. p. 414. A scold. Anglo-Norman, tenceresse.

TEU, II. p. 348. Thee. TEY, p. 350, p. 360. The same.

TEYM, II. p. 190. Tin.

THEU, II. p. 164. The thewe, a species of pillory for women. The term is sometimes applied to the cucking stool or ducking stool for scolds.

THIMON, I. p. 445. The tiller of a rudder.

THOLIR, II. p. 368. *See* TOLLIR.

TISTOURS, II. p. 132. Weavers.

TOAILLE, II. p. 448. A tablecloth. *See* TOWAILLE.

TOALHA, II. p. 228. A towel or tablecloth.

TOATGE, II. p. 226. Towage.

TOCHE, II. p. 368. Touching.

TOC, II. p. 342. Thine.

TOILLAGE, I. p. 74. A general term for taxes, commonly written taillage. Latin tallagium.

TOLLETZ, II. p. 194. Thole-pins, in which the oars of a boat are worked.

TOLLIR, II. p. 278. To take away. Lat. tollere.

TOMENNESHETE, II. p. 186. Two men's work. TOMENNESETTE, p. 196. The same.

TONEL, I. p. 82. A cask or tun. TONELX, I. p. 74, p. 396. Casks.

TONNELODE, I. p. 400. A tun's load or burden in a ship.

TORCENOUSE, II. p. 116. Tortious, wrongful. TORCIONNEUSEMENT, I. p. 46. Tortiously, wrongfully.

TORT, II. p. 384. It turns.

TOSCHE, II. p. 312. A plantation.

TOST, I. p. 26, p. 456. Soon, quickly. Fr. tot.

TOVER, II. p. 464. To tow. TOVAGE, *ib.* Towage.

TOUSIONTS, I. p. 4. Always, at all times. Fr. toujours.

TOUT AU LONG, II. p. 450. Altogether, completely.

TOWAILLE, I. p. 106. A tablecloth or napkin. TOWAILE, III. p. 20. The same.

TOZ, II. p. 394, p. 410. All.

TRAIERES, II. p. 266. Producers. TRAIET, *ib.* He produces in court. Lat. tradit.

TRAISSET, II. p. 356. He betrayed.

TRAYRA, II. p. 426. Shall draw forth. Lat. trahet.

TRAYRE, I. p. 34. To draw. Lat. trahere.

TRAYT, II. p. 174. A coarse variety of brown bread.

TREFS, I. p. 130. A species of small sail, set aloft as a topsail.

TREFFE, II. p. 98. Find. Fr. trouve.

TRENCHE, II. p. 306. Cut. TRANCHE, II. p. 314. The same.

TRESPACE, I. p. 60. He should transgress the law, in other words commit a misdemeanour as distinguished from a felony. *See* TRESPASS.

TRESPAS, I. p. 36. Transgression of order.

TRESPAS, I. p. 52, p. 60. A misdemeanour, as distinguished from a felony.

TRESPASSE, I. p. 32. He transgresses. TRESPASSANTS, *ib.* Transgressing.

TRESPASSEZ, II. p. 462. Deceased persons.

TREUTHES, II. p. 236. Cut. A Gascon equivalent for trenching.

TREUVES, I. p. 398, p. 415. Truces. Fr. treves.

TREY, II. p. 418. *See* TREYS.

TREYS, II. p. 406. Three. Lat. tres; Fr. trois.

TREYS, II. p. 356. Flourishes.

TREZ, II. p. 374. Brought forward.

TRICHERIE, I. p. 312. Trickery, deceit.

TRIER, I. p. 68. To try. TRIE, p. 68. Tried.

TROCHER, I. p. 277. To truck or barter.

TROCHE, II. p. 296. This word occurs in vol. I. p. 277 in the sense of bartering. If it be not a miswriting in this place, it may mean to put up the property of a debtor to sale or barter.

TROILZ, II. p. 386. Wine-presses.

TROUAVA, II. p. 236. He found.

TRUSSEL, II. p. 186. A truss of cloth. TRUSSELX, II. p. 180. trusses of cloth.

TRUYLZ, II. p. 386. Wine-presses. *See* TROILZ.

TUCHE, II. p. 142. He should touch.

TUIT, II. p. 288, p. 422. All. TUYT, II. p. 334. The same.

TURMENTA, II. p. 218. A storm or squall.

TUTOURS, I. p. 408. Guardians.

TYLAT, I. p. 30. The deck of a ship; pons tiliaceus.

TYENT, II. p. 32. He holds. Lat. tenet.

## U.

UNGLE, II. p. 106. A nail: payer sur le ungle, to pay the last farthing.

UTLAGE, I. p. 164. Outlawed.

USE FRUIT, II. p. 278, p. 288. Usufruct, usum et fructum, i.e., the possession and produce without the fee-simple.

USSOUNT, I. p. 422. They go forth.

## V.

VABARES, I. p. 446. Goods cast up by the sea above high water mark.

VADLET, II. p, 458. *See* VARLET.

VAILLANT, II. p. 362. Valid.

VAIST, II. p. 366. He sells. Lat. vendit.

VAIT, II. p. 344. He lives.

VARESQUES, I. p. 446. Cleirac defines this term as signifying toutes choses espaves en terre, any thing cast on shore. Another form of the word is varech in use in Normandy. *See* Coustume de Normandie, art. 597.

VARLET, I. p. 94; II. p. 448. An attendant or page.

VAUDRA, II. p. 258. It will be worth. VAUDRANT, *ib.* Particip. act.

VAUGENT, II. p. 258. They are worth. VAUGET, II. p. 296. It is worth. VEAUGE, II. p. 336. The same.

VAULDROIT, II. p. 472. It would be worth.

VAUZ, II. p. 200. Pitch-forks for husbandry.

VEAUNT, II. p. 18. Seeing. VEAUNTZ, II. p. 114. The same, plural number.

VEAUT, II. p. 296, p. 328. He wishes. VEAUST, II. p. 378. The same. VEANS, II. p. 328. Wishing.

VECOMS, II. p. 424. Viscount. Lat. vicecomes.

VEDUE, II. p. 136. A widow. Lat. vidua.

VEENT GENT, II. p. 392. In the sight of persons. Lat. videntibus gentibus.

VEER, II. p. 426. To refuse. VEET, *ib.* He refuses. Lat. vetare.

VEER, II. p. 362. To see. VEET, II. p. 332. He sees. VEEST, II. p. 330. He should see. VEENT, II. p. 392. They see.

VEILLE, I. p. 36. A sail. Lat. velum.

VEINT, II. p. 344. They bind. Lat. vinciunt.

VEIREENT, II. p. 410. They shall see.

VEIR, II. p. 350. True. Lat. verum.

VEISINS, II. p. 282. Neighbours. Lat. vicinus; Fr. voisin.

VEIT, II. p. 332. He sees. VEIST, II. p. 300. The same.

VELHA, II. p. 228. Old or ancient.

VELU, II. p. 190. Old.

VENELE, II. p. 204. A lane.

VENGET, II. p. 300. He comes.

VEOGET, II. p. 416. He wished. VOGET, II. p. 378. The same.

VEOILLIE, II. p. 28, p. 36. He should wish.

VEOLENT, II. p. 82. They wish.

VEOT, II. p. 26. He wishes or wills. VEOS, II. p. 350. You wish. VEOST, II. p. 264. He wishes. VOST, II. p. 318. The same.

VEOYLLENT, II. p. 22. They should wish.

VERAYE, II. p. 306. True. Lat. verum. Fr. vrai.

VEREYE, II. p. 114. Very, true.

VERGE, I. p. 84. A yard placed across a ship's mast.

VERGES, II. p. 168. Rods or wands, hence the English term verger, or wand-bearer.

VERGOIGNE, II. p. 414. Shame. Ital. vergogna.

VER MOUNT, II. p. 158. Upwards, towards the hill. VER MUNT, II. p. 204. The same.

VERSAINE, II. p. 316. The measure of land, which may be ploughed by a labourer in one day.

VER VAAL, II. p. 204. Downwards, towards the valley.

VESCONTALS, II. p. 90. Writs or citations issued by the viscount or sheriff.

VESINS, II. p. 290. Neighbours. Lat. vicini; Fr. voisins.

VEUA, II. p. 234. Sight, the distance within sight.

VEVE, II. p. 136. A widow.

VEULX, II. p. 464. He wishes.

VEZ, II. p. 348. Behold. Fr. voici.

VEYFES, I. p. 396. Waifs on the sea.

VEYR, II. p. 190. Having a spotted ground, applied to fur, such as that of the ermine or the squirrel. Vair is a well known term of heraldry denoting a shield, in which the field is represented as argent, and the spots of the fur are denoted by bells reversed, generally azure in colour, and ranged in horizontal lines.

VEYSINS, II. p. 46, p. 48. Neighbours or neighbouring.

VICAIRE-GENERAL, I. p. 304, p. 322. The king's representative.

VIE, II. p. 476. Way: faire la vie, runs away. Lat. via.

VIENGNENT, I. p. 60, p. 423. They come. VIENGNE, I. p. 60. He comes. VEGNE, II. p. 30. The same.

VILA, II. p 234. A town.

VINANT, II. p. 232. Coming. Fr. venant.

VINT, I. p. 56. Twenty. Lat. viginti.

VISCONTE, I. p. 56, p. 82. The sheriff. VISCONTES, I. p. 8. Sheriffs.

VITA, II. p. 214. Empty. Fr. vide.

VITAILLE, I. p. 12. Victuals. VETAYLLE, I. p. 400; VETAILLE, I. p. 406. The same. VITAILLES, I. p. 34. The plural number.

VODRA, II. p. 268. He shall wish. VODRIENT, II. p. 384. He would wish.

VOGUIT, II. p. 282. He wished. VOGUIST, II. p. 296. The same.

VOIA, II. p. 228. The way. Lat. via.

VOIR DIT, I. p. 54. Verdict.

VOLGET, II. p. 420. He is willing.

VOLATYL, II. p. 104. Wild birds, small or large. Fr. volaile.

VOLUNTRIVEMENT, II. p. 16. Voluntarily.

VOUCHEE, II. p. 36. A party called into court as a warrantor of title.

VOUCHER, II. p. 38. To vouch a witness, to call a witness into court to warrant the title of a party in a suit.

VOUGENT, II. p. 258. They will. VOUGUIST, II. p. 276. He will.

VOYE, II. p. 448. Way.

VOYZ, II. p. 314. Voice.

VUIL, II. p. 348. I will.

VULHA, II. p. 230. He wishes. VEULHENT, II. p. 230. They wish, plural.

VYNETERS, II. p. 148. Wine merchants, vintners.

VYSNE, II. p. 28. Neighbourhood. VYGNE, II. p. 42, p. 46. The same. VYGNYE, II. p. 86. The same.

VYURES, I. p. 422. Provisions.

## W.

WAIF, I. p. 150. An article abandoned at sea. WAYF, I. p. 170. The same. WEYFES, I. p. 396. The same, plural number.

WAYNSCOT, II. p. 192. Wainscote. Low German, waghen schote.

WAGHE, II. p. 192. A certain quantity of cheese or butter estimated by weight. The waghe of cheese was settled by 9 H. VI. ch. 8 at 32 cloves, the clove being defined to weigh seven pounds. Cowell states the clove at eight pounds. The waghe like the last varied in weight with different articles. The waghe is the measure of wool in the Maritime Law of Hamburgh of A.D. 1270, and weighed 500 pounds.

WAIFNEZ, I. p. 84. Waifs.

WEDERS, II. p. 148. Dealers in woad.

WEYDE, II. p. 180. Woad, a plant used for dyeing black, hence a widow's mourning dress has been styled her weeds.

WHALES, I. p. 152. Whales; a fish larger than the balene, if the balene was of the same species.

WRAK, I. p. 158. Wreck. WREK, p. 170, p. 413. The same.

WYNDRAGHERES, II. p. 178. Wine drawers, wine coopers.

## Y.

YNK, I. p. 404. Ink, for writing.

YVRENT, II. p. 438. Get drunk.

YSSERA, I. p. 58. It shall issue or go forth.

YSSIR, I. p. 92; II. p. 214. To issue or go forth. YSSANT, I. p. 172. Going forth. YSSENT, II. p. 438. They go forth.

# GLOSSARY

OF

# CATALAN WORDS.

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## A.

**AB**, III. p. 230. With.

**AB**, III. p. 82, p. 206, p. 208, p. 210. Against or without.

**AB INTESTAT**, III. p. 470. Without making a will, an elliptical phrase borrowed from the Latin hæres ab intestato, heir to an intestate person.

**AB QUE**, III. p. 158, p. 300, p. 338, p. 499. Provided that. Jugla y Fonte interprets an analogous phrase, ab tal que, dummodo.

**ABANS**, III. p. 56. Before. Fr. avant.

**ABASTARA**, III. p. 194. Will amount to.

**ABATRA**, III. p. 334. Se abatra, shall fail. Jugla y Fonte renders abatrer se, fallir, cedere foro.

**ABATRAN**, III. p. 404. They reject, strike off, subtract.

**ABATRE**, III. p. 124, p. 648. To diminish, deduct.

**ABATUDA**, III. p. 54. Deducted from.

**ABELLEIX**, III. p. 328. Is agreeable to: abellir, embellir, Jugla y Fonte.

**ABELLIX**, III. p. 330. The same as abelleix.

**ABONANCAT**, III. p. 582, p. 588. Calmed down. *See* BONANCA.

**ABSOLGUEN**, III. p. 502. They should acquit or release.

**ABSOLRE** III. p. 502. To release. Lat. absolvere.

**ABSOLT**, III. p. 96. Acquitted, absolved. Lat. absolutus.

**ABSOLVEREN**, III. p. 60. They should release. Lat. absolverent.

**ABSTRAURAN**, III. p. 476. They shall withdraw.

**ABSTRAURE**, III. p. 110. To withdraw from. Lat. abstrahere.

**ABSTRER**, III. p. 114, p. 484. To withdraw, to abstain from. Lat. abstrahere.

**ACABAR**, III. p. 256. To finish, to complete.

**ACABAT**, III. p. 52. Participle passive, finished.

**ACER**, III. p. 444. Steel. Fr. acier.

**ACI**, III. p. 88. Here. Fr. ici.

**ACO**, III. p. 158. Thereupon. Lat. illico.

**ACOLORAR**, III. p. 228. To bow to, to submit to, to embrace. Fr. accoler, donner l'accolade.

**ACONSEGUIT**, III. p. 220, p. 248. Overtaken. Lat. consecutus.

**ACONSELLAR**, III. p. 312. To take counsel.

ACORDADAMENT, III. p. 230. Intentionally.

ACOTAT, III. p. 436. Beaten: acotar, cotar, ferire, Jugla y Fonte.

ADOB, III. p. 484. Reparation; refectio, Jugla y Fonte. III. p. 400, p. 408. The repairing of a ship.

ADOBADA, III. p. 410. Repaired, a term applied to a ship.

ADOBAR, III. p. 158, p. 532. To repair.

ADOBEN, III. p. 410. Should prepare, applied to the preparation of food for the table of the mariners.

ADOBT, III. p. 408. Repaired.

ADORMEN, p. 436. They sleep, go to sleep. Lat. dormiunt.

AFANY, III. p. 76. Care, anxiety.

AFANYAT, III. p. 508. Gained, earned.

AFFANYAR, III. p. 86, p. 342. To earn, to deserve. Jugla y Fonte renders afanyar, to gain with great labour or anxiety.

AFERREN, III. p. 600. They should approach, should range alongside.

AFFERRAS, III. p. 606. It approached close to, it grappled with, applied to a cruiser bearing down upon another vessel. Jugla y Fonte translates aferrar, prehendere, also vela contrahere et antennæ ligare.

AFFERS, III. p. 278. Affairs or business. Fr. affaires.

AFFOLLAR, III. p. 440, p. 492. To perish or waste away. Jugla y Fonte translates affollar, deteriorare.

AFOLLIEN, III. p. 192. Rotted, Ital. deteriorated.

AFRAN, III. p. 444. They have had. Ital. averanno.

AFFRONTAR, III. p. 340. To confront; confrontar, Jugla y Fonte.

AFRONTAT, III. p. 552. Confronted, accused.

AGERMANADA, III. p. 360. Mutually guaranteed. AGERMANAT, *ib.* The same.

AGERMANAMENT, III. p. 362. A contract of mutual guaranty against capture. Jugla y Fonte translates it compania, societas.

AGERMANARA, III. p. 274. He shall associate, shall guaranty reciprocally. AGERMANAREN, III. p. 358. The same, plural number.

AGREST, III. p. 104, p. 162. A wild or desert country. Lat. agrestis.

AGREVIATS, III. p. 544. Aggrieved.

AGUT, III. p. 198. A nail, or a bolt driven into a ship. Lat. acutum.

AJUDAR, III. p. 88. To assist, to aid. Lat. adjuvare.

AJUDAS, III. p. 274, p. 522. It should help.

AIUDEN, III. p. 88. They should assist.

AJUSTAR, III. p. 58. To adjust.

AJUT, III. p. 152. Should aid or assist.

ALBARA, III. p. 592. A tablet or parchment, a policy. Jugla y Fonte translates it chirographum.

ALBERCH, III. p. 426. An inn or hotel. Ital. albergo; Fr. auberge.

ALEVIAMENT, III. p. 600. Lightening, alleviation of responsibility.

ALEVIATO, III. p. 446. Lightened, relieved from.

ALLEVIASEM, III. p. 154. We should lighten. Lat. allevaremus.

ALMIRALL, III. p. 350, p. 538, p. 544. The admiral of a fleet.

ALS, III. p. 502. Else.

ALT, III. p. 242, p. 250. Option, choice.

ALTARA, III. p. 636. It suits, it pleases.

ALTASSEN, III. p. 64. To exult at. Lat. altus.

AMAGADAMENT, III. p. 158, p. 456. Secretly, clandestinely. Jugla y Fonte renders it clam, latenter.

AMAR, III. p. 412. To love, to prefer.

AMARINAR, III. p. 542. To take in tow, to put a crew on board. Navem instruere, Jugla y Fonte.

AMARINARAN, III. p. 612. They shall take in tow, or shall put a prize-crew on board.

AMAVEN, III. p. 340. They loved, preferred. Lat. amavissent.

AMBOLUM, III. p. 102. Bulk. *See* BOLUM.

AMBRUNALS, III. p. 92. Hatches of a ship.

AMIGALEMENT, III. p. 450. Amicably, in a friendly manner.

AMISTAT, III. p. 60. Friendship. Lat. amicitiam.

AMOR, III. p. 198. Love or friendship. Lat. amor.

AMOSTRAR, III. p. 442. To show; another form of mostrar.

ANANT, III. p. 462. Going. ANANT A VELES. Going with sails, sailing.

ANANTAR, III. p. 550. To attack, to proceed against; another form of enantar.

ANAREN, III. p. 60. They went.

ANAS, III. p. 364, p. 382, p. 494. He goes, he may go, let him go.

ANAVA, III. p. 172. It was going.

ANIMA, III. p. 440. The soul, the spirit. Lat. anima.

ANS, III. p. 54. Accordingly. Fr. ainsi.

ANS, III. p. 634. On the contrary.

ANS QUE, III. p. 148. Before that. Lat. antequam.

ANSIA, III. p. 76. Anxiety. Lat. anxietatem.

ANTES, II. p. 622. Understood; perhaps a miswriting for entes, if not another form of the same word.

ANTECESSORS, III. p. 58. Predecessors, ancestors. Lat. antecessores.

ANTENA, III. p. 254. A ship's yard. Lat. antenna. ANTENES, III. p. 94. The plural number of the same noun substantive.

ANTICHS, III. p. 60. Men of ancient time. Lat. antiqui.

ANY, III. p. 442. A year.

ANYAL, III. p. 212. Annual; annuus, Jugla y Fonte.

AON, III. p. 615. When, at what time.

APARELLAMENT, III. p. 84. The fittings out or apparel of the ship.

APARELLAT, III. p. 472. Equipped, fitted out.

APLEGAR, III. p. 168. To call as a witness, or as a warrantor. Lat. plegius.

APODERATS, III. p. 60. Empowered.
APORT, III. p. 402. He brings. Lat. apportat.
APORTAR, III. p. 564. To bring or to cause to attend. APORTARA, III. p. 402. He shall bring.
APPAR, III. p. 126. It would appear.
APREMIAR, III. p. 560. To press upon.
AQUEX, III. p. 158. That.
AQUI, III. p. 478. There, in that place.
ARA, III. p. 56. Now.
ARBITRADA, III. p. 404. Settled by arbitration.
ARBITRE, III. p. 444. Judges, experts.
ARBRES, III. p. 90. Masts; literally trees. Lat. arbores.
ARDIT, III. p. 462. Strong desire.
ARGUENS, III. p. 364. Capstans or cranes. Jugla y Fonte translates arganas, craticium, vectabulum.
ARGULL, III. p. 544. Pride or haughtiness. Fr. orgueil.
ARMADA, III. p. 350. A fleet of vessels armed or equipped for war.
ARRIBADA, III. p. 452. Brought home, arrived.
ART DE LA MER, III. p. 282, p. 370, p. 420. Seamanship, nautical knowledge.
ASALT, III. p. 438, p. 530. Choice or caprice.
ASSACK, III. p. 64. Enough. Fr. assez.
ASSAIADA, III. p. 414. Attempted, essayed. Fr. essayé.
ASSALT, III. p. 436, p. 556. Choice or pleasure.
ASSATS, III. p. 364, p. 384, p. 422. Enough.
ATORGAN, III. p. 64. They grant or concede.
ATORGAT, III. p. 548. Assented to, agreed to. Jugla y Fonte translates atorgar, consentire.
ATRETAL, III. p. 340. The same as altretal, as much, so much again.
ATRESI, III. p. 510. Otherwise, on the other side.
ATROBADA, III. p. 616. Found.
ATROBAT, III. p. 642. Found; part. past. Jugla y Fonte renders it, trobat.
ATTEN, III. p. 186. Do thou attend.
ATTENGUEN, III. p. 172. They should accomplish or perform.
ATTES, III. p. 432. Accomplished, performed.
ATTESA, III. p. 144. Accomplished.
ATURARA, III. p. 364, p. 396. He shall detain. Jugla y Fonte renders it, sistet, detinebit.
ATURAT, III. p. 364. Arrested, detained; part. pass.
ATZEBIB, III. p. 212. Dried grapes, the raisins of commerce. Ital. zibibbo.
AVALL, III. p. 172. Below or downwards. Lat. a valle, opposed to a monte; the valley's side opposed to the hill's side.
AVANTATGE, III. p. 74, p. 630. Advantage.
AVARICIOSA, III. p. 618. Avaricious, corruptible.
AVENGUER, III. p. 114, p. 490. They may have agreed to.
AVENGUT, III. p. 64. Agreed upon; part. past.

AVENIA, III. p. 64. He should arrange with.

AVENIR, III. p. 294. To agree with.

AVENTURAR, III. p. 606. To risk, to take the risk. AVENTURARA, *ib.* He should risk.

AVERIES, III. p. 88, p. 170, p. 608. The outgoings of a ship, sometimes termed average expenses.

AVINENCA, III. p. 114, p. 362, p. 508. An agreement, an arrangement.

AVOL, III. p. 184, p. 186, p. 210, p. 460. Vile, of low price. Lat. vilis. Jugla y Fonte translates avol, mal, dolent.

AUR, III. p. 458. Gold. Lat. aurum; Fr. or.

AYGUA, III. p. 92. Water. Lat. aqua.

AYGUADER, III. p. 96. Leaking, or admitting water.

AYTAL, III. p. 152. Such. Lat. tale.

AYTAMBE, III. p. 64, p. 124, p. 408. Equally, as much.

AYTAN, III. p. 452. Equally.

AYTANTAS, III. p. 86. So much. Lat. tantum.

## B.

BAGASSEIAVA, III. p. 318. He has wasted in debauchery.

BAGACEIAT, III. p. 596. Wasted in debauchery, part. past. Bagassa, scortum; bagassejar, scortari: Jugla y Fonte.

BALA, III. p. 84. A bale of goods.

BALANCA, III. p. 374. A balance.

BALES, III. p. 456. Bales of goods.

BANYA, III. p. 92. It is wetted. Jugla y Fonte renders this word madefacere.

BANYADURA, III. p. 96. Wetting.

BARA, III. p. 228. A traitor: traydor, perfidus. Jugla y Fonte.

BARALA, III. p. 204. *See* BARALLA.

BARALLA, III. p. 90. A dispute or quarrel. Jugla y Fonte renders this word, rixa, jurgium, contentio.

BARATA, III. p. 536. Barter.

BARATA, III. p. 516. Fraud. METESSEN EN BARATA. They should defraud or cheat persons.

BARATADOR, III. p. 70, p. 180, p. 519. A defrauder or a cheat. Jugla y Fonte renders this word fraudator, perfidus.

BARATAR, III. p. 58, p. 534. To barter. Jugla y Fonte renders this word commutare, permutare.

BARATAVA, III. p. 384. He has fraudulently made away.

BARATEJAVA, III. p. 348. He has fraudulently made away with.

BARATES, III. p. 386. Fraud or debauchery.

BARATRAVA, III. p. 292. He has swapped them away, bartered them, III. p. 412. He has fraudulently made away with, from baratrar, another form of baratar, to deceive, to commit barratry.

BARCA, III. p. 166, p. 196, p. 286. A ship's boat.

BARCELLES, III, p. 106. The barcelle was a coin worth half a ducat.

**APODERATS**, III. p. 60. Empowered.

**APORT**, III. p. 402. He brings. Lat. apportat.

**APORTAR**, III. p. 564. To bring or to cause to attend. **APORTARA**, III. p. 402. He shall bring.

**APPAR**, III. p. 126. It would appear.

**APREMIAR**, III. p.560. To press upon.

**AQUEX**, III. p. 158. That.

**AQUI**, III. p. 478. There, in that place.

**ARA**, III. p. 56. Now.

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**AVENGUER**, III. p. 114, p. 490. They may have agreed to.

**AVENGUT**, III. p. 64. Agreed upon; part. past.

CALASSEN, III. p. 418. They should lower sail or reduce sail. Calar, baxar, dimittere, Jugla y Fonte.

CALCES, III. p. 183. Breeches. Lat. calces.

CALT, III. p. 84. Hot or heated. Lat. calidus.

CAMBIAMENT, III. p. 652. A change.

CAMBIARA, III. p. 286. He shall change.

CANT, III. p. 100. The bilge of a ship. This word is contracted in MS. Espagnol 124, and looks like en entat; but cantos del pantoque in Spanish, and cantos do fundo in Portuguese, correspond with the English bilgetrees or floor-heads, and "cant" is the reading of the edition of 1494.

CAP, III. p. 66, p. 140, p. 178, p. 240. End. Lat. caput. TENIR CAP, III. p. 142. To keep ahead, to lead, to tow a vessel.

CAP, III. p. 166. The towing rope.

CAPS, III. p. 580. Cables.

CAP DEL MON, III. p. 224. The end of the world.

CAPBREU, III. p. 110, p. 218, p. 244. The ship's book, termed capitum breve in the ordinance of king James of Aragon of A.D. 1258. It was probably a less formal book than the "cartolari."

CAPITOLS DE MAR, III. p. 102. Chapters of the sea, written rules of the sea. Capitol seems to have been the earliest term in use for written laws or customs, divided into heads, "capitula."

CAR, III. p. 224. Because.

CARESTIA, III. p. 274. A dear price. Jugla y Fonte renders it "inopia," a dearth.

CARRECH, III. p. 110. Cargo or lading.

CARREG, III. p. 562. He should load it, should take it on board ship: from carregar, to load.

CARTOLARI, III. p. 82, p. 86, p. 244. The ship's book, in which the ship's clerk was bound to enter every thing which was put on board.

CASSAT, III. p. 90. Broken.

CATIVS, III. p. 250. Captives. Catiu, captivus, Jugla y Fonte. The English word caitiff is another form of the same word.

CAXA, III. p. 86. A chest or case.

CAXES, III. p. 236. Chests.

CAU D'AYGUA, III. p. 436. A bucket or can of water: receptaculum, Jugla y Fonte.

CAURA, III. p. 482. They should fall. Lat. caderet; caurer, cadere, Jugla y Fonte.

CAURIEN, III. p. 340. They shall fall into.

CEBA, III. p. 212. Onions; cæpa, Jugla y Fonte.

CEDA, III. p. 456, p. 534. Silk. This word should properly be written seda; Ital. seta. Jugla y Fonte translates seda, sericum.

CEP, III. p. 228. A pillory, a jail.

CERCAR, III. p. 302. To search.

CERTENITAT, III. p. 308. A certainty.

CERQUAR, III. p. 54. To search for. Fr. chercher; Ital. cercare.

CESSERA, III. p. 390. Shall omit, neglect, delay.

CESSIO, III. p. 472. A mandate.

CINCH, III. p. 56. Five. Lat. cinque.

CLAM, III. p. 542. Claims. Lat. clamo.

CLAMARTSE, III. p. 550. Claimants, complainants.

CLAMAR SE, III. p. 550. To claim, to complain. Jugla y Fonte renders it conqueri, petere.

CLAU, III. p. 198. A nail. Lat. clavus. The last nail of a ship is made responsible for the mariners' wages.

CLAUS, III. p. 84. Keys. Latin claves.

CLERGUE, III. p. 180. A clergyman. Lat. clericus.

CO, III. p. 462. This or that. Fr. ceo.

COBRAR, III. p. 252, p. 302, p. 444, p. 620. To receive, to accept, to recover possession.

COLL, III. p. 214. Neck. Lat. collum.

COMADA, III. p. 318. A command, a commission, misprinted for comanda.

COMAN, III. p. 653. I commit.

COMANADA, III. p. 306. He has given a commission.

COMANADOR, III. p. 306. The principal, who gives a commission or mandate to an agent.

COMANADORS, III. p. 486. Agents, commissioners. The word comanador seems to have been carelessly used here instead of comandatari, unless it is a word of ambiguous meaning, the sense of which is regulated by the pronunciation or accent.

COMANDA, III. {p. 54, p, 306. A commission or mandate. A line has been by accident omitted here, and the text should be "comanda "a viatge cert o a loch sabut, si "en aquell viatge cert o en aquell "loch sabut se perdra tota la "comanda."

COMANDATARI, III. p. 306. A commissioned agent or mandatary; mandatarius, qui mandatum accipit. A factor.

COMANDATARI, III. p. 644. A com missioned master, as distinguished from the managing owner of a ship.

COMBATEN, III. p. 600. They combat.

COMENCAT, III. p. 602. Commenced.

COMINAL, III. p. 384, p. 386. The company, who own the ship. COMINAL DES PERSONERS. The whole body of part-owners.

COMINAL, III. p. 156, p. 256. The crew or the ship's company, those who are companions of the voyage.

COMINAL, III. p. 96. The part of the ship in which the crew is lodged, the crew's quarters, generally in the fore castle.

COMINAL, III. p. 252. Common.

COMINALESA, III. p. 372, p. 614. Mediation or arbitration.

COMINALMENT, III. p. 164. In common.

COMITS, III. p. 350. Captains of cruisers. Lat. comites.

COMPANYA, III. p. 54, p. 472. Partnership.

COMPANYA, III. p. 106, p. 174, p. 246, p. 382. Baggage or victuals.

COMPANYES, III. p. 218. Victuals or baggage, the accompaniments of a traveller.

COMPANYO, III. p. 54, p. 473. A partner in trade. In the place of "aquell sobredit companyo" (III. p. 473), the heading should be "aquell sobredit nolit e convin-"enca que ab lo sobredit com-"panyo."

COMPANYO, III. p. 106. Provisions or victuals.

COMPANATGE, III. p. 380, p. 382. The accompaniments of bread served out to the ship's crew at dinner, such as fish, cheese, &c.

COMPASAR, III. p. 90. To steer by the compass.

COMPLIDAMENT, III. p. 252. Completely.

COMPLIMENT, III, p. 110. A completement.

COMPLIMENT, III. p. 252. An outfit.

COMPLIMENT, III. p. 574. A contribution towards the cost or expense.

COMPLIR, III. p. 54. To complete.

COMPLIS, III. p. 508. He had completed.

COMPLIT, III. p. 654. Completed. accomplished.

COMPRAVIA, III. p. 74, p. 410. He shall or should buy.

COMPRE, III. p. 332. He buys, purchases.

COMPRENGUEREN, III. p. 58. They understood. Lat. comprehenderunt.

COMPTAR, III. p. 386. To account.

COMPTAS, III. p. 394. He should account.

COMU, III. p. 384, p. 390, p. 418. A common fund contributed by the joint-adventurers for the expenses of the voyage, or a common fund contributed by the part-owners of a ship.

CONCIENCIA, III. p. 412. Conscience.

CONDICIO, III. p. 382. Risk or chance.

CONDRET, III. p. 532. Fastened together, complete.

CONDRETA, III. p. 530. Entire, complete.

CONEGUDA, III. p. 452. Judgment or knowledge.

CONEIX, III. p. 152, p. 372. He knows or recognises.

CONEXENCA, III. p. 412. Knowledge, judgment.

CONEXERA, III. p. 256. He shall perceive or be aware of.

CONEXERAN, III. p. 162. They shall adjudge or shall decide.

CONFESSAS, III. p. 642. He confessed. CONFESSAT, III. p. 642. Confessed, part. pass. CONFESSOR, III. p. 642. A confessor.

CONGOXAR, III. p. 378. To urge or to hurry.

CONGOIX, III. p. 502. Trouble, hurry. Jugla y Fonte translates congoxa by the Latin word angor.

CONGOXERA, III. p. 256. Shall urge. Jugla y Fonte translates it angore afficere.

CONQUIST, III. p. 198. Acquisition or profit.

CONSERVATGE, III. p. 142. Convoy for mutual protection.

CONSERVATGE, III. p. 592. A contract for convoy.

CONSOL, III. p. 182. A magistrate to administer justice on board of a ship.

CONSUMADES, III. p. 426, Wasted, worn out.

CONSUMAMENTS, III. p. 392. Outgoings or expenses.

CONTE, III. p. 242. He explains. s'CONTE. Is explained. Jugla y Fonte renders contar, dicere, narrare.

CONTESA, III. p. 204. A contest or dispute.

CONTRAST, III. p. 58, p. 230. A contention or dispute.

CONTRASTARAN, III. p. 56. They objected.

CONVE, III. p. 160. He agrees with. Lat. convenit.

CONVENGUESSEN, III. p. 172. They should have agreed to. Lat. convenissent.

CONVINENCA, III. p. 78. Agreement or covenant.

COR, III. p. 62, p. 480, p. 486. Heart, intention. Lat. cor.

CORREDOR, III. p. 628. The public auctioneer; permutationum negotiator, Jugla y Fonte.

CORREIA, III. p. 182. A girdle or waistband. Jugla y Fonte translates this word lorum ephippiorum stapiam sustinens; in English, a stirrup leather.

CORRERA, III. p. 94. Shall incur.

CORS, III. p. 164. The body or hull of a ship. Lat. corpus.

CORS, III. p. 53. A cruize. Lat. cursus.

COS, III. p. 146. The body or hull of a ship. Latin corpus.

COSIMENT, III. p. 68, p. 86, p. 342, p. 452. Discretion or pleasure.

COSSARIS, III. p. 88, p. 238. Corsairs. Lat. cursores.

COSTAL, III. p. 564. A bag. COSTALS, III. p. 562. Bags.

COSTARIA, III. p. 408. It would cost.

COSTUM DE MAR, III. p. 348, p. 450. Custom of the sea.

COSTUMA, III. p. 440. Local custom or usage.

COSTUMA DE COMENCAMENT, III. p. 630. Custom beyond memory, from the earliest time.

CREENCA, III. p. 596. Credit. It. credenza.

CREGUS, III. p. 170. Believed, part. past.

CREHIA, III. p. 458. Should believe, give credit to. Lat. crederet.

CREIX, III. p. 56, p. 406, p. 512. The increase, the growth.

CREIX, III. p. 60. It increases, indicative mood, present tense.

CREIXER, III. p. 56. To increase. Lat. crescere.

CREMARLA, III. p. 620. To burn it.

CRESCA, III. p. 60. Should grow or be enlarged, subjunctive mood of creixer.

CRESTIANS, III. p. 216. Christians.

CREURE, III. p. 642. To believe. Lat. credere.

CREX, III. p. 406. An enlargement.

CREXAMENT, III. p. 62. An increase or increment.

CREXIMENT, III. p. 400, p. 512. The enlargement of a ship.

CREXIA, III. p. 254. It shall have increased. Verb active.

CRIDA, III. p. 440. A proclamation by the public crier.

CRIDAS, III. p. 340. They shall cry or proclaim.

CROSTAM, III. p. 82. A coating of pitch on a ship. POCH CROSTAM, an insufficient coating of pitch, which allows water to enter through the seams of a vessel.

CROSTAM, III. p. 532. Ship's dunnage, the bundles or layers of wood placed on the floor of a vessel, as a foundation upon which to stow the cargo.

CUBERTA, III. p. 92, p. 242. The deck of a ship.

CUIDEN, III. p. 76. They calculated.

CURA DI ANIMES, III. p. 642. The cure of souls.

CUYDA, III. p. 232. He imagines, believes.

CUYDARA, III. p. 214. He shall presume or imagine. Jugla y Fonte translates cuydar, pensar, presumir. CUYDAVA, III. p. 210. He imagined, thought.

CUYDEN, III. p. 582. They intend, contemplate.

CUYNAT, III. p. 210. Porridge or soup. Jugla y Fonte translates this word menestra, olla.

CUYTAT, III. p. 494. In danger of death. Cuyta, perill, Jugla y Fonte.

D.

DABA, III. p. 120. He gave.

DABANS, III. p. 146. Beforehand.

DAMNEN, III. p. 102. They should condemn or repudiate. S'DAMNE, *ib.* Is condemned or repudiated.

DAMNIFICATS, III. p. 544. Damnified or injured.

DAMUNT, III. p. 102. Above.

DARA PARAULA, III. p. 506. He shall dismiss, shall give leave to go away.

DARRER, III. p. 552. The last; ultimus, postremus, Jugla y Fonte.

DATS, III. p. 80. You give. Lat. datis.

DAVEN, III. p. 466. They gave.

DECALC, III. p. 234. He should take off his stockings or small clothes.

DE DINS, III. p. 286. Within. Fr. dedens.

DEFALLIMENT, III. p. 466. Default. Ital. fallimento.

DEFORA, III. p. 160. Outside. Lat. foras.

DEGA, III. p. 52, p. 478. It ought.

DEGUE, III. p. 476. He ought. DEGUEN, *ib.* They ought.

DEGUDAMENT, III. p. 406. Duly, judiciously. Jugla y Fonte translates it by the Latin adverb 'debite.'

DEGUES, III. p. 82. He ought.

DEGUESSEN, III. p. 52. They ought.

DEIA, III. p. 50. He ought; subjunctive mood.

DEIS, III. p. 556. Of the; the genitive plural of the definite article.

DELIVRA, III. p. 350, p. 440. Delivered, free; a noun adjective. MAR DELIVRA. Open sea, mare liberum.

DELIVRA, III. p. 358. He delivers; verb active, third person singular.

DEMANADOR, III. p. 440. A claimant.

DEMANEN, III. p. 88. They may demand. DEMANER, III. p. 66, p. 442. To demand.

DENONCIAVEN, III. p. 328. They denounced, objected to. Lat. denunciaverunt.

DEMES VEGADES, III. p. 156. Most times.

DEMES, III. p. 524. Most. TOTES LES DEMES, sub. vegades. At most times.

DEPARTESQUEN, III. p. 454. They should decide.

DEPARTIR, III. p. 440. To divide, to share. DEPARTIDA, *ib*. Divided.

DEPARTIREN, III. p. 96, p. 572. They declared or determined.

DEPARTIT, III. p. 474. He distributed, divided into shares.

DERENCLIR, III. p. 236, p. 498. To relinquish, to abandon. Lat. derelinquere.

DERRER, III. p. 284. The last. Fr. dernier.

DERRERE, III. p. 152. After, in pursuit of.

DESALT, III. p. 64, p. 378. Dissatisfaction. Jugla y Fonte renders it descontentamiento, disgusto.

DESCARRECH, III. p. 600. A discharge, relief of responsibility.

DESCOBREN, III. p. 88. They should disclose or discover.

DESCONEIXEN, III. p. 380. They renounce; said of persons renouncing their allegiance to their feudal lord or sovereign.

DESCUBERT, III. p. 428. Uncovered, undecked.

DESEMPARAR, III. p. 496. To give up possession.

DESEMPARARAN, III. p. 612. They disembarrassed themselves, or abandoned possession of a thing.

DES-ESTIBAR, III. p. 84, p. 218. To unstow.

DESEXIT, III. p. 240, p. 654. He has released or discharged.

DESFACEN, III. p. 502. They should revoke, undo. S'DESFACA, *ib*. It should be revoked.

DESFAHIA, III. p. 532. He should take a thing to pieces, should unmake it.

DESFER, III. p. 170. To undo or to ruin.

DESFETS, III. p. 60. Undone.

DESFETS, III. p. 118. Released from.

DESFETTA, III. p. 530. Undone, dismounted, taken to pieces.

DESGRAT, III. p. 62, p. 434. A dispute, a dislike.

DESOBRE, III. p. 228. Down upon. Lat. desuper.

DESORMEIG, III. p. 234. He should unmoor; subjunctive mood of desormeiar.

DESPAGATS, III. p. 58. Unpaid.

DESPES, III. p. 88. Expended.

DESPESA, III. p. 402. Expenses. Fr. depenses.

DESPLAERS, III. p. 64. Displeasure. Lat. displicere.

DESPOSSEEXEN, III. p. 380. They dispossessed.

DESPOSSEI, III. p. 654. He has dispossessed.

DESPOSSEIR, III. p. 626. To dispossess.

DESPOSSEYRAN, III. p. 406. They have dispossessed.

DESPULLAR, III. p. 232. To strip or undress. Lat. dispoliari. Jugla y Fonte renders it, nudare.

DESPULLAT, III. p. 92. Undressed, stripped.

DESPUYS, III. p. 56, p. 596. Afterwards. Fr. depuis, subsequently.

DESSORRAT, III. p. 226, p. 236. It has discharged its ballast. Jugla y Fonte renders the verb dessorrar saburram extrahere.

DESTORBAR, III, p. 550. To disturb or to debar.

DESTRE, III. p. 238. To bridle. Jugla y Fonte renders destrar, freno ducere, viz., to lead by a rein or bridle.

DESTRENYEN, III. p. 394. They have constrained.

DESTRENYER, III. p. 52, p. 340. To constrain.

DESTRET, III. p. 166. Dread; noun substantive.

DESTRETA, III. p. 550. Constrained, distrained upon. Jugla y Fonte renders the adjective distret by the Castilian word obligat.

DESTRICH, III. p. 70. Damage. Lat. detrimentum. Jugla y Fonte renders it jactura. damnum.

DESTRICH, III. p. 528. Wants, service.

DESTRIGAR, III. p. 552. To restrain, to delay: destrigat, detingut. Jugla y Fonte.

DETARDAT, III. p. 504. Retarded, detained.

DETENIDORS, III. p. 52, p. 392. The administrators of the property of a deceased person.

DETRAS, III. p. 434. Backwards. Ital. dietro; a tergo, Jugla y Fonte.

DEU, III. p. 438. God. PAR AMOR DE DEU. For the love of God.

DEU, III. p. 172, p. 174, p. 442. Ten. This word in p. 172 has been mistranslated "two." The translation should be, in p. 173, line 32, ten quintals instead of two quintals.

DEU, III. p. 50, p. 54, p. 172. It or he ought; the third person singular of the indicative mood.

DEUEN, III. p. 80. They ought.

DEVENLI, III. p. 558. They ought.

DEVES, III. p. 454. Towards.

DEUTE, III. p. 54, p. 486. A debt. Lat. debitum.

DIA, III. p. 90. Bye days.

DIA, III. p. 54. A day. Lat. dies.

DIFFUGI, III. p. 448. Evasion, subterfuge. DIFUGI, III. p. 316. The same.

DIGA, III. p. 86. He shall say. DIGE, III. p. 158. He says.

DIGUEREN, III. p. 58. They said.

DIJOU, III. p. 210. Thursday. Lat. dies Jovis. The French word jeudi is an inversion of the syllables.

DIMARTS, III. p. 210. Tuesday. Lat. dies Martis. Fr. Mardi.

DINERS, III. p. 54. Moneys. Fr. deniers; Lat. denarios.

DINS, III. p. 244, p. 442. In, within. Fr. dans, dedens. Jugla

y Fonte renders dins by the Latin word intra.

DIT, III. p. 506, p. 514. The word, the statement.

DIX, III. p. 126, p. 506. He says.

DIX, III. p. 564. He should say.

DIU, III. p. 54, p. 58. It says, or it means. DIU, III. p. 212. That is to say.

DIUMENGS, III. p. 210. Sunday. Jugla y Fonte renders diumenge, dies Dominica. Fr. dimanche.

DOBLAR, III. p. 564. To double, to pay double.

DOLENT, III. p. 208. Sad or grieving. Lat. dolens.

DON, III. p. 652. I give. Lat. dono.

DON, III. p. 512. A miswriting for dan; san don should be written son dan.

DONABA, III. p. 108. He will give.

DONAR LATS, III. p. 90, p. 218, p. 250. To heel a ship over. Lat. dare latus.

DONAR PARAULA, III. p. 364. To give a discharge, to dismiss.

DONAS, III. p. 170. He gives or produces.

DORMENTS, III. p. 436. Sleeping. Lat. dormientes.

DOS, III. p. 76, p. 120, p. 302. Two. Lat. duo. AB DOS, with two, that is, together.

DOS PREUS, III. p. 252. Double the price.

DOS TANTS, III. p. 252. Twice as much, twice as many.

DOSOS, III. p. 554. The two, both of them.

DRECAR, III. p. 532. To fit together.

DRET, III. p. 78, p. 474. The right. Fr. droit.

DUBTANT, III. p. 216. Doubtful, fearful.

DUBTAS, III. p. 516. He has doubt.

DUBTE, III. p. 164. He has doubt or fear.

DUBTE, III. p. 142. Doubted; part. pass. Lat. dubitatum.

DUBTE, III. p. 504. A doubt; a noun substantive.

DUEN, III. p. 454. They ought.

DUPTE, III. p. 494. A doubt.

DUR, III. p. 118. Hard. Lat. durum.

## E.

EAP, III. p. 462. A miswriting for cap; dara cap, shall give out a tow rope.

EGUALTAT, III. p. 78, p. 372, p. 404, p. 484, p. 613. Equity, equality.

ELEGIR, III. p. 556. To choose. Lat. eligere.

EMBLADA, III. p. 106. Carried away or stolen.

EMBLARA, III. p. 228. He shall steal or embezzle. EMBLAVA, III. p. 308. He has stolen. Emblar, robar, Jugla y Fonte. EMBLET, III. p. 66. Stolen, participle pass.

EMPARADA, III. p. 62, p. 524. Undertaken.

EMPARAR, III. p. 64. To undertake.

EMPATX, III. p. 208. A hindrance, an obstacle.

EMPATXAMENT, III. p. 74, p. 202. An impediment.

EMPATXAMENT, III. p. 362. A seizure, an embargo.

EMPATXAT, III. p. 254. Impeded, embargoed.

EMPEDIMENT, III. p. 450, p. 468. An impediment, a hindrance.

EMPENDRE, III. p. 110. To undertake.

EMPENYORAR, III. p. 52. To mortgage or hypothecate. Lat. pignorare.

EMPRENEN, III. p. 104. They have agreed with. The words "If the "merchants have agreed with the "master" have been omitted by an error of the press after the word "unloaded" in p. 105, l. 3.

EMPRENIMENT, III. p. 216, p. 652. An undertaking.

EMPRENIMENS, III. p. 136. Engagements or undertakings.

EMPRESTADORS, III. p. 456. Mortgagees or lenders.

ENANTAR, III. p. 442. To proceed against. Jugla y Fonte translates enantar by the Castilian word avansar.

ENCALCA, III. p. 228. Pursues. Jugla y Fonte has encalsar, cursu premere, insequi.

ENCAMERADA, III. p. 636. Adulterated. This word is not noticed by Jugla y Fonte.

ENCAMARAMENT, III. p. 636. Adulteration.

ENCANT, III. p. 74, 400. A public sale or auction.

ENCANTAR, III. p. 54, p. 400. To put up to auction.

ENCARA, III. p. 74. Likewise. Fr. encore.

ENCASTE, III. p. 416. He should encase. Encastar, includere, Jugla y Fonte.

ENCERCAR, III. p. 614. To seek for. Encerquar, indagare, Jugla y Fonte.

ENCLOU, III. p. 116. Included.

ENCONTRASSEN, III. p. 428. They should meet with, should encounter.

ENCROSTAMADA, III. p. 94. Coated with pitch. *See* CROSTAM.

ENCROSTAMENT, III. p. 436. Covered with pitch.

ENCRUSCAMENT, III. p. 484. Increment, increase.

ENCRUSCADA, III. p. 482, p. 484. Increased.

ENDEUTAT, III. p. 224. Embarrassed with doubts or fears.

ENGAN, III. p. 500, p. 614. Deceit, fraud.

ENFORTIR, III. p. 158. To strengthen.

ENGANAN, III. p. 66. They deceive.

ENGANAR, III. p. 184, p. 614. To defraud, to cheat.

ENGANOSAMENT, III. p. 66. Deceitfully.

ENGINYOSAMENT, III. p. 248, p. 418. Ingeniously, craftily.

ENSEMPS, III. p. 550. Together with, in company with. Fr. ensemble.

ENTEGRAMENT, III. p. 402. Entirely.

ENTEGRAR, III. p. 410. To indemnify.

ENTEGRAT, III. p. 66, p. 244, p. 450. Reimbursed, indemnified.

ENTENCIO, III. p. 412. Intention.

ENTENENT, III. p. 316. An understanding.

ENTENENT, III. p. 52. Intelligible, understood.

ENTENES, III. p. 236. The yards of a ship. Lat. antennas.

ENTENIMENT, III. p. 216, p. 534. Understanding, intention.

ENTES, III. p. 70, p. 534. Understood or heard.

ENTREGAR, III. p. 414, p. 454. A Catalan form of entegrar, to reimburse. Jugla y Fonte translates entregar, tradere.

ENTRO, III. p. 552. Until. Usque ad, Jugla y Fonte.

ENVIG, III. p. 446. Ailment. "And "if they could go on shore, where "they might be relieved of that "sickness or ailment" should be inserted in the English translation after the words "of ships" in page 447, line 6.

ENVITS, III. p. 282, p. 284, p. 290. Efforts, offers.

ESCAPOL, III. p. 528. Released, emancipated. Escapar, evadere, Jugla y Fonte.

ESCLAREX, III. p. 100, p. 206. He has declared.

ESCLAREXEN, III. p. 572. They have declared or explained.

ESCLARIDES, III. p. 314. Explained, part. passive.

ESCLARIMENT, III. p. 222. Explanation, clearing up.

ESCLARIR, III. p. 100. To declare.

ESCLARIT, III. p. 206, p. 246. Declared, part. passive.

ESCOES, III. p. 96. Hawse-holes, through which the hawsers or cables run out on either side of the forecastle of a ship.

ESCOLTAR, III. p. 550. To listen to. Lat. auscultare.

ESCUSARSE, III. p. 650. To excuse himself.

ESDEVE, III. p. 274. One is obliged.

ESDEVENGA, III. p. 170, p. 426. It may happen, or may arrive.

ESDEVENGUDA, III. p. 428. It has devolved upon.

ESDEVENIA, III. p. 358, p. 402. It should happen, or it has happened.

ESDEVENIR, III. p. 462. To come upon, to happen to.

ESGUARDADA, III. p. 526, p. 542. Being regarded, regard being had to.

ESGUARDAMENT, III. p. 548. An award.

ESMENA, III. p. 58. An amendment, an indemnification.

ESMENARIA, III. p. 120. That he indemnify or compensate.

ESMERC, III. p. 518. That he should expend or invest in merchandise.

ESMERCAR, III. p. 311. To send to market, to sell.

ESMERCARA, III. p. 320. He shall expend in purchasing.

ESMESOS, III. p. 76. Cleaned out, exhausted.

ESPATXADA, III. p. 112. Dispatched, part. passive.

ESPATXAMENT, III. p. 162. Dispatch. Jugla y Fonte renders this word, despatx.

ESPATXAT, III. p. 336. Despatched.

ESPATXEN, III. p. 256. They should dispatch.

ESPAY, III. p. 582. Time to wait, hope authorising delay.

ESPER, III. p. 338. To hope for.

**ESPERA**, III. p. 440. He waited for, or attended.

**ESPERASSEN**, III. p. 604. They might have expected.

**ESPERAVEN**, III. p. 338. They hoped for.

**ESPES**, III. p. 96. Thickly spread. Jugla y Fonte renders it densus, thick.

**ESQUIVAR**, III. p. 442. To escape. Jugla y Fonte renders it devitare.

**ESSER**, III. p. 170. A being or substance.

**ESTAMENT**, III. p. 68. Estimation or calculation.

**ESTAR**, III. p. 210, p. 422. To continue, to stand.

**ESTARA**, III. p. 418. It shall have been. **ESTARAN**, III. p. 364. They have settled. **ESTA**, III. p. 362. It is. Jugla y Fonte renders estar by the Castilian word exister.

**ESTEPES**, III. p. 576. A slip, or building yard for ships.

**ESTIBA**, III. p. 294. An outfit of casks, into which merchants load their wines on board ship.

**ESTIGUESSEN**, III. p. 580. They stood or were fixed.

**ESTOIAR**, III. p. 178. To hide or put away. Jugla y Fonte renders the verb stoiar, by the Latin abdere, recondere.

**ESTORSRE**, III. p. 154. To extricate. Lat. extorquere. Another form of the verb is estorcer.

**ESTRANY**, III. p. 470. Strange.

**ESTRENA**, III. p. 352. A present. Fr. étrennes. Estrenas, strenæ, munusculum, Jugla y Fonte.

**EXARCIA**, III. p. 84, p. 94. The spars and sails of a ship; a less comprehensive term than forniments.

**EXAUGADA**, III. p. 438, p. 440. Cast up on shore, part. passive.

**EXIRNE**, III. p. 64. To execute, to carry out.

**EXIT**, III. p. 88, p. 440. It has gone out, has been expended, has come forth.

**EXIVERNAR**, III. p. 202. To winter out. Lat. exhibernare.

**EXIVERNADOR**, III. p. 232. Suitable for wintering, or passing the winter.

## F.

**FACA**, III. p. 472. He should make.

**FACOM**, III. p. 54, p. 66. Let us make. Lat. faciamus.

**FADIGAR**, III. p. 64, p. 628. To request or to importune. Lat. fatigari.

**FADIGAR**, III. p. 410. To confess, to disclose. Lat. fateri.

**FADIGA**, III. p. 462, p. 472. An announcement, a declaration.

**FADIGUA**, III. p. 476. Communicated with, consulted.

**FAEDOR**, III. p. 584. To be done. Lat. faciendum. Jugla y Fonte translates this word, as signifying a factor.

**FAENES**, III. p. 276, p. 394. Acts, business. Jugla y Fonte translates faena as signifying in Latin opera, labor, and in Castilian feyna.

FAENT, III. p. 626. Doing. Lat. faciens.

FAERA, III. p. 556. It would do, or would make.

FAEREN, III. p. 60. They made, or would make. Lat. facerent.

FAES, III. p. 300. It makes or does.

FAHENDES, III. p. 452. Business, affairs.

FAHIA, III. p. 328. He made. FAHIA MENAR A ALTRE, caused another person to conduct it.

FAIX, III. p. 214, p. 562. A bundle. Lat. fascia.

FAIXS, III. p. 456. Bundles.

FALLA, III. p. 220, p. 514, p. 640, A gap or vacancy, a deficiency, a default.

FALLIDA, III. p. 94. A failure.

FALLIRAN, III. p. 500. They fail or make default. The additional words, "and they fail or make "default as regards that ship or "vessel, which they have first "hired, by reason of the cheaper "bargain which they have found," should be inserted in the translation in page 501, line 7, after the words "have discovered." They have been omitted by some oversight.

FALLIS, III. p. 56. He might fail.

FALRA, III. p. 282. He shall fail or make default.

FALS, III. p. 340. False. Lat. falsum.

FALSARIS, III. p. 338. Falsifiers.

FALSIA, III. p. 636. Falsification.

FARA PORT, III. p. 150, p. 564. It shall go into port.

FARCELL, III. p. 84. A half-bale of goods. FARCELLS, III. p. 456. Half bales. The word "fardell" which is used in the Domesday of Ipswich, Vol. II. p. 186, may be a variety of the same word.

FATIGA, III. p. 76. Fatigue.

FAX, III. p. 92. A package or bundle. Lat. fascia. *See* FAIX. "Fees" is the form of the same word which occurs in the Domesday of Ipswich, Vol. II. p. 182.

FEEL, p. 82. Faithful. Lat. fidelis.

FER DESTRE, III. p. 238. To drag up or down.

FERMANCA, III. p. 55. A security.

FER, III. p. 290. To do. Lat. facere.

FERM, III. p. 346. He agrees to.

FERM, III. p. 156. Firm or settled.

FERMADA, III. p. 326. Betrothed, promised, or assured.

FERMAR, III. p. 204. To assure, or to be bound for another person.

FERMAT, III. p. 114. Agreed to. Lat. affirmatum.

FERRES, III. p. 378, p. 388. Irons, fetters.

FET, III. p. 216. Faithful.

FETA VELA, III. p. 156. Made sail, set sail.

FEU, III. p. 558. He has made.

FEYA, III. p. 134. He would make.

FIA, III. p. 278. He confides, he entrusts.

FIANCA, III. p. 186, p. 320. Belief or trust, faith. Lat. fiducia.

FIANCA, III. p. 550. A security.

FIAR, III. p. 514. To trust. Jugla y Fonte translates fiar, alicui fidere.

FIARA, III. p. 512. He shall trust.

FINA, III. p. 636. Of fine quality.

FINS, III. p. 252. As far as.

FLAQUEGAR, III. p. 62. To fail or be in default.

FLIX, III. p. 290, p. 344. A cable or hawser.

FLIXAR, III. p. 406. To dispense with.

FONCH, III. p. 470. It was, it has been.

FONS, III. p. 440, p. 542. The bottom; metre à fons, to sink to the bottom. Lat. fundus.

FOR, III. p. 556. Market-price. Lat. forum.

FORCASEN, III. p. 326. They force, they compel.

FORCIVOLEMENT, III. p. 144. Forcibly, with force.

FORN, III. p. 218. The oven or the bake-house. Lat. furnum.

FORMATGE, III. p. 212. Cheese.

FORNESCA, III. p. 54. He should furnish. FORNIRA, *ib.* He shall furnish.

FORT, III. p. 424. Very, much.

FOS, III. p. 86. It is, or it should be. Lat. foret.

FOU, III. p. 238, p. 448. A slip, on which vessels might be drawn up, a dock.

FRAUDOLOSAMENT, III. p. 248. Fraudulently.

FRETE, III. p. 416. Should rub or suffer by friction. Fr. frotte.

FRETURA, III. p. 300. Want or necessity. Jugla y Fonte renders "far fretura" by the Latin desiderari.

FREU, III. p. 171. A strait or narrow sea. Lat. fretum.

FUR, III. p. 56. A judgment or law. Castilian, fuero.

FURT, III. p. 86. Theft. Lat. furtum.

## G.

GASTAT, III. p. 98. Spoilt. Fr. gâté.

GAT, III. p. 98. A cat. Ital. gatto.

GAYATELLS, III. p. 414. Anchor-buoys. Gayatell is translated by Jugla y Fonte by the words tigillum anchoræ funi alligatum.

GENS, III. p. 496, p. 514, p. 614, p. 632. No person, no thing, not at all. Jugla y Fonte translates gens by the words nullus, nihil.

GENS, III. p. 60, p. 150, p. 192. If followed by a negative particle, it signifies not any, no one.

GERRA, III. p. 376. An earthen jar. GERRAM, III. p. 372, p. 374. Earthen jars.

GERRES, III. p. 376, p. 530. Earthen jars. Jugla y Fonte renders gerra, dolium, testa.

GINT, III. p. 288. Skilfully: ingeniosamente, Jugla y Fonte.

GIRAR, III. p. 170. To turn round, and to change sides or parties.

GIRAS, III. p. 618. He would turn round.

GIT, III. p. 338. Jetison, the casting overboard of cargo to save the vessel from sinking.

GIT PLA, III. p. 582. Ordinary jetison.

GITAR, III. p. 108. To cast overboard. This word has been translated "disembarked." Either meaning is admissible.

GITAR, III. p. 64. To dismiss.

GOLF, III. p. 440, p. 444. A gulf of the sea.

GRA, III. p. 512. Grain. Lat. granum.

GRACIA, III. p. 194. A favour or kindness.

GRAN MERCAT, III. p. 138. Cheap price; bon marché.

GREUGE, III. p. 146, p. 150. Harm or prejudice.

GUANYARA, III. p. 90. He shall gain.

GUARDARAN, III. p. 506. They would protect, guard.

GUARIT, III. p. 482. Healed, cured.

GUASADO, III. p. 180. A perquisite; something to keep for himself. Jugla y Fonte translates this word, recompensa.

GUAYTA, III. p. 436. A watchman. Fr. guet.

GUAYTES, III. p. 436. The watches of the ship.

GUERRA, III. p. 362. War.

GUISA, III. p. 62. Guise or manner.

GOS, III. p. 310. He dare not.

GOSARA, III. p. 142. He shall not dare. GOSAS, III. p. 208. He does not dare. GOSAVA, III. p. 254. He has not dared.

GUMENA, III. p. 424. A cable. GUMENES, *ib.* Cables.

H.

HABER, III. p. 56. To have. Lat. habere.

HAG, III. p. 504, p. 634. He may have had.

HAN, III. p. 156. They have. Lat. habent.

HAN, III. p. 572. It has.

HAVER, III. p. 98, p. 624. Goods or property, as contrasted with person or life.

HAVIA, III. p. 56. He had.

HAURA, III. p. 56. He shall have.

HEREN, III. p. 168. Another form of the verb eren, they were.

HERENS, III. p. 528. A miswriting for hereus, heirs.

HEREU, III. p. 182, p. 190. Heir. Lat. hæres.

HEREUS, III. p. 52. Heirs. Lat. hæredes.

HI, III. p. 152. There, in it. Fr. y.

HI HA, III. p. 158, p. 434. There is. Fr. y a.

HIA, III. p. 532. Would have; the same as havia.

HIRA, III. p. 224. Shall go. *See* IRA.

HOMENS DE LA MAR, III. p. 372. Nautical experts, prudhommes of the sea.

HONRAMENT, III. p. 80, p. 418. A privilege, an honorary payment or compliment.

HONRATS, III. p. 446. Respectable, honourable.

HONRATS, III. p. 604. Honoured, presented with an honorarium.

I., J.

JA, III. p. 572. Already. Fr. déja.

JAGA, III. p. 106. He may lie down.

JAGUEN, III. p. 212. They lie, sleep. Lat. jacent.

JAQUESCA, III. p. 86, p. 460. He should reject or leave behind. Lat. jaceret.

JAQUESCA ANAR, III. p. 462. Should let go, should cast off.

JAQUEIX, III. p. 426. He has left behind.

JAQUIDA, III. p. 120. Left behind; part. pass.

JAQUIR, III. p. 120. To refuse or neglect.

JAQUIRA, III. p. 120, p. 164. He should neglect, he shall leave behind.

JAQUIRAN, III. p. 618. They should leave behind, they should abandon.

JAQUIT, III. p. 54, p. 232, p. 462. Left behind, placed; part. pass.

JAT SIA, NO SIA, III. p. 158. Be it so or not.

JAURA, III. p. 440. It should lie. Lat. jaceret.

JAURE, III. p. 92. To lie. Lat. jacere.

IMPEDIMENT, III. p. 368, p. 482, p. 502. A hindrance or an obstacle. Lat. impedimentum.

INTEGRAMENT, III. p. 418. Entirely.

INTESTAT. *See* AB INTESTAT.

JOCH, III. p. 386. Play, gambling. Lat. jocum.

JORN, III. p. 68. Days. Ital. giorni.

JOVE, III. p. 280. A young man. JOVENS, III. p. 276. Youths. Lat. juvenes.

IR, III. p. 290. To go. Lat. ire.

IRADAMENT, III. p. 228. Angrily, passionately: iracunde, Jugla y Fonte.

IRAN, III. p. 426. They shall go.

IRIA, III. p. 304. He shall go.

IRIEN, III. p. 424. They shall go.

IRRIEN, III. p. 312. They would go.

ISCA, III. p. 54, p. 90. He should go; subjunctive mood.

IVAS, III. p. 318. *See* JUAS.

JUAS, III. p. 134. Promptly, quickly. This word is rendered prontamente and cito, by Jugla y Fonte.

JUGABA, III. p. 412. He wasted at play or in gambling.

JUGAVA, III. p. 292, p. 318, p. 348. He has lost at play, gambled away. LOS JUGARA, III. p. 324. He shall lose it at play.

JUGAT, III. p. 596. Wasted in play or in gambling; part. pass.

JUNCTA, III. p. 214. Increased, added.

JUNT, III. p. 116, p. 150. Arrived at, close to.

JUNT, III. p. 564. Added; part. pass.

JUNTA, III. p. 256, p. 574. An addition; a noun substantive.

JUNTS, III. p. 254. Arrived at.

JUNYIR, III. p. 90, p. 214. To join, to add; junyir a veles, to lace one sail on to another. Jugla y Fonte translates junyir, addere. Lat. jungere.

JURAT, III. p. 596. Sworn. Lat. juratus.

JUSSA, III. p. 102. Next to. Lat. juxta.

JUSTAMENT, III. p. 360. Justly or legally.

JUTGE, III. p. 406. He judges.

JUTGE, III. p. 656. A judge.

JUTJAR, III. p. 578. To adjudge: judicare, Jugla y Fonte.

JUY, III. p. 102, p. 250, p. 434, p. 438. Risk. Fr. jeu. METEN A JUY, p. 438. They place in peril.

L.

LADRONICI, III. p. 90, p. 186, p. 304, p. 414, p. 442. Robbery, the crime of stealing. Lat. latrocinium.

LAGUI, III. p. 200. Delay. Jugla y Fonte renders this word demora, dilacio.

LAGUIARAN, III. p. 498. They should lag behind, delay.

LAOR, III. p. 506. Arbitration. In medieval Latin, laudum is used in the same sense.

LATS, III. p. 90, p. 218, p. 228, p. 580. The side of a ship. *See* DONAR LATS. Lat. latus.

LAVORS, III. p. 158. Thereupon. Jugla y Fonte renders it tunc, a las horas.

LEAL, III. p. 560. Loyal, true.

LEALTAT, III. p. 92. Loyalty.

LEGIT, III. p. 652. He reads.

LEIG, III. p. 520. Light, uncertain. Lat. levis.

LEIX, III. p. 516. He may or should allow.

LEIXA, III. p. 54. p. 162. An allowance or deduction.

LEIXA, III. p. 160. Leave or permission. Lat. licentiam.

LEIXAR, III. p. 64. To let or permit.

LEIXATS, III. p. 638. Leave them, imperative mood second person plural of the verb leixar.

LENYA, III. p. 218. Planks of wood. Lat. lignum. LENYAM, III. p. 630. Timber, planks.

LENYAR, III. p. 218. To cut or saw timber or planks.

LETRA, III. p. 476. Letter. Lat. litera.

LEU, III. p. 120, p. 244, p. 508. He takes or puts on board; from levare, to take away.

LEVEREN, III. p. 496. They started from or sailed from.

LEUGERYA, III. p. 76. Levity of heart. This word does not occur in the Diccionario of Jugla y Fonte.

LEVAR, III. p. 108. To take on board.

LEXAR, III. p. 124. To leave behind. LEXARA, III. p. 130, p. 164, p. 508. He shall leave behind.

LIG, III. p. 360. Law. Lat. legem.

LIGADA EN FAIX, III. p. 533. Bound up in bundles. Lat. ligata in fasciis.

LIGAR, III. p. 228. To bind with cords or other fastenings. Lat. ligare.

LOCH, III. p. 82, p. 456, p. 460, p. 472. A place. Lat. locum.

LOCHTINENT, III. p. 496. A lieutenant, a substitute holding the place of another. Lat. locumtenentem.

LOGADA, III. p. 298. Hired; part. pass. LOGADOR, III. p. 298. A hirer, one who hires a ship or other chattel.

LOGARA, III. p. 298. He shall hire.

LOGUER, III. p. 68. Wages. Lat. locationem. Fr. loyer.

LUNY, III. p. 206, p. 236. Distant. Fr. loin.

LUR, III. p. 88, p. 572. Its, their. Fr. leur.

## M.

MA, III. p. 106, p. 188. The hand. Lat. manus.

MACA, III. p. 174. Too much.

MALCAENT, III. p. 370, p. 374, p. 474. Discontented, prejudiced against. MALCAENTS, III. p. 524. The same, plural number.

MALLA, III. p. 204. A coin worth half a denarius, a halfpenny. Ducange, voc. *Mallia*, says, Maxime vero ita appellantur minutiores monetæ, quarum duæ pro uno denario computabantur.

MAJOR FORCA, III. p. 58, p. 78, p. 454. The majority.

MAJORMENT, III. p. 402. Chiefly, more particularly.

MALAFETA, III. p. 546. Mischief or fault.

MALALT, III. p. 188, p. 474. Sick or ill. Fr. malade.

MALES GENTS, III. p. 358, p. 360, p. 398, p. 450. Lawless people, plunderers, pirates.

MALESA, III. p. 422. Ill-will, bad intention : perversitas, Jugla y Fonte.

MALESTRUCH, III. p. 208. Miserable, struck down with misfortune. Jugla y Fonte renders this word infortunatus. It is sometimes written malastruc.

MALGRAT, III. p. 390. Against the will of, in spite of.

MALMIRENT, III. p. 224. Bad credit.

MALTRET, III. p. 256, p. 374. Suffering, hard labour.

MANADES, III. p. 420. Commanded.

MANAMENTS, III. p. 80. Commissions. Fr. mandaments.

MANARA, III. p. 54. He shall order. Lat. mandare.

MANESTRELS, III. p. 184. Manual labourers or mechanics.

MANILLES, III. p. 278. Handles, from the Latin manus, the hand.

MANLEVA, III. p. 301. He borrowed.

MANLEVADA, III. p. 300. Borrowed, part. past.

MANLEVAR, III. p. 52, p. 184, p. 384. To borrow money. Jugla y Fonte renders it, mutuum vel commodatum postulare.

MANLEVARA, III. p. 300. He shall borrow.

MANLEUTA, III. p. 384. A loan on the security of the ship : fianza, fermanza, Jugla y Fonte.

MAR, III. p. 612. Sea, jurisdictional waters.

MAR DELIVRA, III. p. 350, p. 440. Open sea, high seas.

MARINER DE POPA, III. p. 436. A mariner of the poop or quarter-deck.

MARINER DE PROA, III. p. 436. A seaman before the mast.

MARIT, III. p. 190. Husband. Lat. maritus.

MAS, III. p. 78. But. Fr. mais.

**mati**, III. p. 212. Morning. Fr. matin.

**may**, III. p. 514. Never. Fr. jamais.

**membrant**, III. p. 168. Mindful, recollecting.

**menat**, III. p. 210. Led or brought.

**meniar**, III. p. 104. To eat. Jugla y Fonte renders this word, manducare.

**menjar**, III. p. 86. To eat. Fr. manger.

**menys**, III. p. 114. Without. Lat. minus.

**menyscap**, III. p. 514, p. 556, p. 628. Diminution, loss : jactura, Jugla y Fonte.

**menyspreu**, III. p. 64, p. 556. Contempt, of a low price. Lat. minoris pretii.

**mercat**, III. p. 84, p.274. Sale. **gran mercat**, cheap sale. Fr. bon marché.

**merce**, III. p. 230, p. 234. Mercy. Lat. misericordia.

**merra**, III. p. 134. He deserved, he earned. Lat. merebat.

**mes**, III. p. 60. More.

**mes**, III. p. 564, p. 590. Excess, surplus.

**mes**, III. p. 612. Placed; part. pass. from metre, to place or send.

**mes**, III. p. 362. A month. Lat. mensis.

**mesclada**, III. p 332. Mingled, mixed up with; part. pass.

**mesclar**, III. p. 330. To mix or mingle : miscere, Jugla y Fonte.

**mesclara**, III. p. 330. He will mix or mingle.

**mesos**, III. p. 190, p. 362. Months. **acordat a mesos**. He agrees by the month. **iran a mesos**. They go by the month, they sail on monthly wages.

**mesos**, III. p. 66. Sent or placed; part. pass.

**messio**, III. p. 62. Expenses.

**mester**, III. p. 72, p. 556, p. 560. Necessary.

**mestres**, III. p. 526. Wrights, workmen.

**mestre d'aixa**, III. p. 62, p. 186. A master of an axe, a ship-carpenter, a ship-wright. **mestres d'axa**, III. p. 524. Ship-wrights.

**met**, III. p. 652. I place.

**mete**, III. p. 244. Should he place it.

**meta o no meta**, III. p. 160. Should he place it or not. Lat. mittat necne.

**meteixos**, III. p. 154. Ourselves.

**metex**, III. p. 126. Very same, masculine gender. Ital. medesimo. **metexa**, III. p. 132. Very same, feminine gender. Ital. medesima.

**meteixos**, III. p. 648. The same, gen. plural.

**metra**, III. p. 210. He shall place. **metra en plet**. He shall put it in plea, shall plead against.

**metre a fons**, III. p. 620. To sink, to send to the bottom.

**meytat**, III. p. 148, p. 152. The half. Lat. medietatem.

**mig**, III. p. 212. A half.

**mija milla**, III. p. 238. Half a mile. **mija via**, III. p. 148, p. 584. Half way. Lat. dimidia via.

MIJANCER, III. p. 336. A mediator, an arbitrator.
MILLARESOS, III. p. 212. A very small coin.
MILLAS, III. p. 224. Miles. Lat. mille passuum, a thousand paces.
MILLERA, III. p. 212. A thousand. Miller, mille, Jugla y Fonte.
MILLOR MERCAT, III. p. 500. A better market, a cheaper bargain.
MILLOR NOLIT, III. p. 500. A better or higher freight.
MILLORAR, III. p. 214. To increase.
MILLORARIEN, III. p. 78. To ameliorate or to benefit.
MILLORATS, III. p. 604. Recompensed, extra-paid, or extra-rewarded.
MILS, III. p. 166, p. 372, p. 378. Better. Lat. melius. COM MILS PORA, III. p. 450. As best he shall be able. COM MILS PUSCA, III. p. 454. As best he could.
MINUAR, III. p. 215. To diminish.
MISATGE, III. p. 462. A message.
MITGS, III. p. 456. The middle.
MOLI, III. p. 236. A mill.
MOLT, III. p. 64. Much. Lat. multum.
MON, III. p. 60. The world. Lat. mundus.
MORGONAL, III. p. 232, p. 436. A yard-arm of a ship.
MORIS, III. p. 494. He should die.
MOSTRA, III. p. 542. A declaration or complaint.
MOURA, III. p. 654. He should move. Lat. moveat.
MOURE, III. p. 64. To move. Lat. movere. SE MOURE. To be induced, to move oneself.
MUDADES, III. p. 286. Changed; part. pass. from the verb mudar.
MUDARA, III. p. 286. He shall change.
MUDAS, III. p. 286. He should change. Mudar, mutare, Jugla y Fonte. MUDATS, III. p. 288. Changed, part. pass.
MULLER, III. p. 190, p. 326. A woman, a wife. Lat. mulier.
MULTIPLICAMENT, III. p. 110. In proportion to.
MURADA, III. p. 92. The wall or side of a ship. Lat. murus.
MUYRA, III. p. 474. He should die.

## N.

NAVECH, III. p. 594. He should navigate. NAVIGAR, III. p. 594. To navigate.
NAUFRAIG, III. p. 578. A shipwreck: semblant de naufraig, something like a shipwreck.
NECH, III. p. 88. Sheltered. Jugla y Fonte renders this word in Castilian, ocult, amagat, which in English signifies hidden.
NEGU, III. p. 56. No one.
NENGU, III. p. 214. No one.
NET, III. p. 648. Net profit after outgoings have been deducted.
NIT, III. p. 90, p. 274. Night. Fr. nuit; Lat. nocte.
NOBLA, III. p. 456. Noble, applied to merchandise of high price, such as gold, precious stones, silk, &c.
NOCONSTRASTANT, III. p. 54. Notwithstanding.

NOLIEG, III. p. 462, p. 564. He should receive or accept on freight.

NOLIEIARA, III. p. 128. He has freighted. NOLIEIG, III. p. 126. He should freight.

NOS, III. p. 80. Us.

NOSTRES, III. p. 60. Our.

NOTARI, III. p. 216. A notary public.

NOTXER, III. p. 86. The sailing-master or chief mate. Lat. nauclerus; Ital. nochiero.

NOU, III. p. 576, p. 626. New: de nou, anew. Lat. de novo.

NOVELL, III. p. 654. New, novel.

NOU, III. p. 486. It hurts. Lat. nocet.

NOURE, III. p. 558. To hurt. Lat. nocere.

## O.

OBLIGAT, III. p. 472. He has bound.

OBRA, III. p. 62. Work. Lat. opera. OBRARAN, III. p. 62. They have worked.

OBRIRA, III. p. 50. It will hold or contain.

OIA, III. p. 172. He heard.

OIDA, III. p. 140. Hearing.

OIR, III. p. 384. To hear.

OIRAN, III. p. 638. They have heard.

OIT, III. p. 248, p. 498. Heard, understood, part. pass.

OMPLE, III. p. 166. It fills. Lat. implet.

OMPLIEN, III. p. 580. They fill.

OMPLIR, III. p. 294. To fill.

OMPLIRAN, III. p. 296. They shall fill.

ONTA, III. p. 312. Shame, disgrace. Fr. honte.

OR, III. p. 456. Gold. *See* AUR.

ORBADES, III. p. 414. Deprived of. ORBAR, III. p. 414. To deprive. Lat. orbari.

ORBARA, III. p. 414. He shall deprive.

ORDE, III. p. 474. Order: haura fet tot son orde, he has put all his affairs in order, or he has made all his arrangements, namely, his testamentary arrangements, when ill on board ship and about to die.

ORDENAT, III. p. 630. Ordered.

ORMEIADES, III. p. 580. Fastened with ropes, or moored.

ORMEIG, III. p. 344. He should moor his ship.

OPS, III. p. 162. Need, want.

## P

PA, III. p. 68, p. 508. Bread. Lat. panem.

PAG, III. p. 70, p. 510. Should he pay, he should pay.

PAGA, III. p. 516. A payment; unless the word is a miswriting for the verb pagar, to pay.

PAGARIA, III. p. 192. He shall pay.

PAGUE, III. p. 552. He should pay.

PALANQUES, III. p. 364. Levers, handspikes. Jugla y Fonte translates palanca, vectis, that is, a lever, or crowbar.

**PALMADA**, III. p. 120, p. 216. A clasp of hands, palm to palm.

**PANES**, III. p. 88, p. 90, p. 496. A quartermaster, a seaman of the poop.

**PANESOS**, III. p. 88. Quartermasters, seamen of the after-castle.

**PAOR**, III. p. 308. Fear. Lat. pavor.

**PAPER**, III. p. 86. Paper, made from the stalk or pith of the papyrus plant.

**PAR A PAR**, III. p. 96. Level with.

**PARAMIJAL**, III. p. 96. The principal wale of the ship.

**PARAR**, III. p. 476. Make good. Pagar is probably the correct reading in this place.

**PARAULA**, III. p. 66, p. 216, p. 228. Permission. **DEMANAR PARAULA**, to demand leave. **SANS PARAULA**, without leave; III. p. 228, p. 230. **DONAR PARAULA**, III. p. 242, p. 364. To discharge.

**PARAULES**, III. p. 632. Words. Fr. paroles.

**PAR COM**, III. p. 560. For, when.

**PARLEM**, III. p. 56. Let us speak.

**PARTEIX**, III. p. 366, p. 426, p. 508. He departs.

**PARTESCA**, III. p. 504. He should depart from.

**PARTEX**, III. p. 436. He departs.

**PARTIR**, III. p. 436. To share.

**PARTS**, III. p. 416. Shares. A ship, which is sailed on shares, is said to be sailed à parts.

**PASADA**, III. p. 584. Having been passed.

**PASATGE**, III. p. 402. The transport of passengers.

**PASSAT**, III. p. 438. Having passed.

**PATI**, III. p. 116. A compact or bargain. Lat. pactum.

**PELEGRI**, III. p. 50. Travellers, passengers without merchandise. Lat. peregrini.

**PELEGRINATGE**, III. p. 180. A distant voyage. Lat. peregrinatio.

**PENDRE**, III. p. 80. To receive, to take. Lat. prehendere; Fr. prendre.

**PENEDIRSE**, III. p. 340. To repent; pœnitere, Jugla y Fonte.

**PENS**, III. p. 168. He thinks, is in suspense.

**PENS DE CARREGAR**, III. p. 568, p. 578. He must think of loading. **PENS DE DONAR**, III. p. 484. He must think of giving. **PENS DE ESPATXAR**, III. p. 474. He must think of despatching. **PENS DE FAIRE SON PROU**, III. p. 480. He must think of making profit. **PENS DE NOLIEJAR**, III. p. 506. He must think of freighting.

**PENSE**, III. p. 448. He thought.

**PENSEN**, III. p. 70, p. 284. They think of or intend.

**PENYORA**, III. p. 88. Pledges or securities. Lat. pignora.

**PENYORES**, III. p. 308. Reprisals. Jugla y Fonte renders the same word pignora; hence pignorari, to make reprisals, to seize by way of security for the indemnification of previous damage.

**PENYORAT**, III. p. 202. Sequestrated for debt or for some other obligation. Lat. pignorata.

**PERA QUANT**, III. p. 333. As soon as.

**PERDES**, III. p. 134. Should he lose

**PERDUA**, III. p. 496. Loss.

PERGAMI, III. p. 86. Parchments, so called from Pergamus in Asia Minor.

PERILLOS, III. p. 300. Dangerous, perilous. Lat. periculoso.

PERLES, III. p. 456. Pearls.

PERQUE, III. p. 348. Wherefore. Fr. pourquoi.

PERSONER, III. p. 74. A part-owner of a ship. Lat. portionarius.

PERTANY, III. p. 64, p. 326. It belongs to. Lat. pertinet. PERTANYA, III. p. 328. It should belong to. PERTANYARA, III. p. 328. It shall belong to or pertain to.

PES, III. p. 100. Weight. Fr. pois.

PEX, III. p. 212. Fish. Lat. piscem.

PIJOR, III. p. 122. Worse. Lat. pejor.

PILOT, III. p. 432. A pilot.

PLA, III. p. 50, p. 94. The floor of a ship on each side of the keel, the beam or width of a ship.

PLA, III. p. 468. Plain, simple. Lat. planum.

PLAER, III. p. 536. Pleasure.

PLAHIA, III. p. 330. It had pleased.

PLAIA, III. p. 282. A beach. Lat. plaga. Jugla y Fonte renders it, platja, littus, that is, the shore.

PLANAMENT, III. p. 280. Fully.

PLANY, III. p. 344. He spares, or he grudges the use of a thing.

PLANYENT, III. p. 646. They grudged. Jugla y Fonte renders planyer, parce præbere.

PLAURA, III. p. 454. He shall please.

PLAVIR, III. p. 304, p. 548. To assist, to aid. PLAVIT, III. p. 548. He assisted, he aided.

PLACE, III. p. 328. He pleases.

PLE, III. p. 112, p. 120. A full cargo. Lat. plenum.

PLEDEIARAN, III. p. 206. They shall bring a plea or complaint against another.

PLENARIAMENT, III. p. 552. Fully, plenarily.

PLER, III. p. 304. Pleasure: voluptas, Jugla y Fonte.

PLET, III. p. 208. A plea or suit.

PLOVIA, III. p. 428. It should rain.

PLUIA, III. p. 428. The rain. Lat. pluvia.

POBLAR, III. p. 180. To populate, to settle in a place.

PODEM, III. p. 50. We can. Lat. possumus.

PODEN, III. 154. They can.

PODIA, III. p. 154. He can.

PODRIDA, III. p. 424. Decayed, rotten.

POGUDA, III. p. 318. Been able; part. pass.

POGUEN, III. p. 470. A miswriting for paguen, should pay.

POR, III. p. 158, p. 224, p. 300. Fear. Fr. peur.

PORAN, III. p. 60. They can.

POREM, p. III. 154. We may or shall be able.

PORT, III. p. 166. A port or harbour; fet port, has reached a port or has gone into port.

PORT, III. p. 574. The burden of a ship, what it can carry.

POSADA, III. p. 72. Settled or fixed. Lat. positum.

POSAR, III. p. 104. To arrange or settle.

POT, III. p. 154. He is able, he may or can. Lat. potest.

POTS, III. p. 88. Thou mayest or canst. Lat. potes.

PREAR, III. p. 306. To appraise, to value.

PREADA, III. p. 420. Appraised.

PREAVEN, III. p. 126; NO S'PREAVEN, they have not disapproved.

PRENETS, III. p. 638. Take you them; imperative mood, second person plural.

PRENGA, III. p. 134. Should he take.

PRENGUERA, III. p. 403. He shall take.

PRES, III. p. 210, p. 604. Taken or seized, sustained, part. pass.

PREŞ, III. p. 422. Imprisoned.

PRESO, III. p. 278. The prison: carcer, Jugla y Fonte.

PRESOS, III. p. 66. Taken or seized.

PRESQUE, III. p. 64. Although.

PREST, III. p. 472. Ready. Fr. prêt.

PRESTAS, III. p. 162. He will lend.

PRESTAT, III. p. 196. Advanced on account.

PRESTECH, III. p. 284. A loan.

PREU, III. p. 68. Price. Lat. pretium.

PRIMERAMENT, III. p. 470. First.

PRINCIPAL, III. p. 550. The principal party, as contrasted with the person who is a surety for him.

PROCURACIO, III. p. 472. A procuration, or letter of proxy.

PROER, III. p. 86. An officer of the prow or forecastle.

PROHISMES, III. p. 474, p. 486. Relations or next of kin. Lat. proximi. PROISMES, III. p. 528. The same.

PROMENS DE LA MAR, III. p. 286. Prudhommes of the sea; the tribunal of maritime experts.

PROPI, III. p. 318, p. 352, p. 562. His own, or their own. Lat. proprium.

PROIS, III. p. 88. A cable or hawser. Jugla y Fonte renders this word, la gumera ab que s'assegura l'em barcacio; Lat. rudens.

PROP, III. p. 414. Near. Lat. prope.

PROPRI, III. p. 650. Proper.

PROU, III. p. 72, p. 116, p. 604. Price, profit.

PROYS, III. p. 154. *See* PROIS.

PUGA, III. p. 62. He can.

PUGUESSEN, III. p. 52. They can or could.

PUIX, III. p. 186. Afterwards. Fr. puis.

PUIXA, III. p. 60. He can.

PUNT, III. p. 148. A point. Lat. punctum.

PUNY, III. p. 82. The fist. Lat. pugnum.

PUR, III. p. 512. A miswriting for pus, since. Fr. puis.

PUS, III. p. 98. More. Lat. plus.

PUS LUNY, III. p. 254. Further. Fr. plus loin.

PUS, III. p. 160, p. 172. After, since.

PUSCA, III. p. 58. He can.

## Q.

QUADA, III. p. 210. Each; probably the same as cada. Jugla y Fonte renders both cada qual and cada hu as unusquisque, each.

QUART, III. p. 458. A miswriting for guart.
QUALSEVOL, III. p. 114. Whatever, what you will.
QUER, III. p. 472. He seeks, he requests. Lat. quærit.
QUERRIA, III. p. 498. He should request.
QUIN, III. p. 50. How much. Lat. quantum. QUINA, III. p. 62. How much. Lat. quanta.
QUINA, III. p. 458. Of what kind or what quality.
QUINS, III. p. 278. What sort of persons.
QUINTALADES, III. p. 100. Quintals.

## R.

RACES DE ANCORES, III. p. 414. The floats over anchors.
RAIG, III. p. 462. A raft; raig de fustes, a raft of timber or of beams.
RAO, III. p. 80. Reason. Lat. ratio.
RASA, III. p. 88, p. 186. A quarrel, or dispute. Lat. rixa.
RASOS, III. p. 434. Destitute.
RATES, III. p. 98. Rats. It seems not improbable that this word was used indifferently for mice or rats, like the Italian word *sorcio*. In Castilian raton signifies a mouse, rata a rat.
RAYAIRE, III. p. 446. A hawser or rope. Jugla y Fonte translates rayaire as palanca, a lever.
REB, III. p. 130, p. 450. He receives.
REBE, III. p. 512. He received.
REBUDA, III. p. 134. Received.
REBUDES, III. p. 442. Excused.
REBUTS, III. p. 54, p. 88, p. 510. Received, part. pass.
RECAPTAR, III. p. 232. To receive. Lat. recipere.
RECAPTE, III. p. 498. A receipt.
RECAPTE, III. p. 126, p. 128, p. 132. Custody or protection. Jugla y Fonte renders this word, provisio del necessari per algun fi, res ad aliquid parata.
RECCIO, III. p. 212. A ration of food.
RECOBRE, III. p. 164, p. 284. To recover: recobrar, recuperare, Jugla y Fonte.
RECOBRE, III. p. 538. Loch de recobre, a place of shelter. Recobrir, retegere, Jugla y Fonte.
RECOBRO, III. p. 226. Resort: recuperatio, Jugla y Fonte.
RECOLLIDA, III. p. 216. Collected together.
RECONEIXER, III. p. 624. To recognise, to restore.
REFRESCAR, III. p. 252. To renew.
REGONEIX, III. p. 606. He should reward. REGONEIXER, III. p. 626. To reward: remunerare, Jugla y Fonte.
REGONEIXER, III. p. 374. To recognise or acknowledge.
REGUARDOS, III. p. 212. Formidable, fearful, hazardous.
REGUART, III. p. 142, p. 546. Dread or respect for, anxiety or alarm.
RELIGAR, III. p. 582. To unbind.
RELIGIO, III. p. 642. A religious order.
REMBRAN, III. p. 620. They shall release on ransom.
REMBRE, III. p. 66. To reimburse.

REMBRE, III. p. 238. To ransom. The words, "And if he is taken "prisoner, the master is bound to ransom him," have been omitted by an oversight in the English text after the words, "responsible to him," p. 239, l. 15.

REMCO, III. p. 62. Ransom money.

REMEY, III. p. 434. Remission, pardon.

REMOLCAR, III. p. 222. To tow. Lat. remulcare; navem fune trahere. Jugla y Fonte.

REMSO, III. p. 350. Ransom.

REMOURE, III. p. 646. To remove. Lat. removere.

REMUDA, III. p. 620, p. 628. Ransomed, part. pass.

REPRES, III. p. 382. Taken back, reproved, reprimanded.

REPROVAR, III. p. 616. To disprove.

RERA SI, III. p. 538, p. 612, p. 614. In tow, astern, distinguished from "en si," in possession.

RENUNCIA, III. p. 164. He objects or renounces. Lat. renunciat.

REPEMBRA, III. p. 284. He shall reply.

RES, III. p. 60, p. 500. This word, when coupled with the negative particle, signifies "not anything," and so it is rendered by Jugla y Fonte. Fr. rien.

RES, III. p. 78. Substance or property. Lat. res.

RESPONGAM, III. p. 56. Let us reply. Lat. respondeamus.

RET, III. p. 560. He renders, he returns.

RETE, III. p. 640. He has rendered.

RETE, III. p. 308. He retains. Lat. retinet.

RETEM, III. p. 620. We restore.

RETEN, III. p. 560. They render, they return.

RETENIMENT, III. p. 654. Retention, reservation.

RETENT, III. p. 620. Repaying, returning.

RETRAN, III. p. 620. They have restored.

RETRE, III. p. 54. To restore.

RETRO, III. p. 600. The return.

RETUDA, III. p. 424, p. 612. Replaced, restored.

RETUT, III. p. 510, p. 638. Rendered, given back.

REUES, III. p. 102. Perverse: Jugla y Fonte similarly interprets it, perversus.

RIBERA, III. p. 276, p. 280, p. 300, p. 304, p. 438. The beach; hom de ribera, a beachman, employed to load and unload ships.

RISCH, III. p. 262. Risk. RISCH DE MAR, III. p. 450. Sea-risk.

ROBADOR, III. p. 558. A robber. ROBADORS, III. p. 616. Robbers.

ROBARIA, III. p. 362. Theft, robbery. Jugla y Fonte translates it furt, pillatge.

ROMANDRIA, III. p. 78. He shall remain.

ROMANGA, III. p. 652. He should remain behind.

ROMANGUES, III. p. 120. It would remain behind.

ROMANIA, III. p. 336. It should remain. ROMAS, III. p. 336. Remained behind, part. past.

ROMASA, III. p. 122. Left behind.

ROMBALL, III. p. 546. A plank.

ROMIATGE, III. p. 220, p. 326. A pilgrimage; Romeria, peregrinatio ad loca sacra. Jugla y Fonte.

ROMPIA, III. p. 424. He should break up his ship, should have his ship wrecked.

ROTA, III. p. 422. Broken. Lat. rupta.

ROTES, III. p. 426. Broken or burst.

## S.

SA, III. p. 494, p. 632. Sound, in good health. Lat. sanus.

SAB, III. p. 566. He should know.

SABATES, III. p. 86, p. 182. Slippers or shoes to wear on board ship.

SABER, III. p. 56. To know. Lat. sapere.

SABES, III. p. 126. He knew.

SABUDA, III. p. 84. Knowledge.

SAFRA, III. p. 534. Saffron. Jugla y Fonte translates it crocus.

SAGETIA, III. p. 158. A galley of war.

SAGOLES, III. p. 84. Ropes.

SAGRAMENT, III. p. 140. An oath. Lat. sacramentum.

SALS, III. p. 382. Safe. Lat. salvus.

SALVAMENT, III. p. 546. A state of safety.

SAO, III. p. 338. This word does not occur in the Dicionario Catalano of Jugla y Fonte. It may be a softer form of cao, caos. (Lat. chaos), which Jugla y Fonte renders "confusion," "disorder." such as would be consequent on jetison.

SATISFACCIO, III. p. 444. Satisfaction.

SAP, III. p. 474. He knows.

SAPIES, III. p. 56. Know thou. Lat. sapias.

SARRAINS, III. p. 490. Saracens.

SAVALDA, III. p. 586. A miswriting for, or a Catalan form of, salvada, salved, saved from shipwreck.

SAVIAMENT, III. p. 288. Wisely, skilfully.

SAVIETAT, III. p. 50. Wisdom, knowledge. Lat. sapientia.

SAVIS, III. p. 50. Wise. Lat. sapientes.

SAUL, III. p. 516. Safe. Lat. salvum.

SCAPOLS, III. p. 214. Released, liberated, escaped. Fr. eschappés.

SCAPOLES, III. p. 236. The same.

SCAR, III. p. 68. The job, sometimes written escar.

SCAR, III. p. 238, p. 242. A lump sum; noleiar à scar, to let a ship for a lump sum, as distinguished from noleiar à quintalades, to let it by the quintal. Jugla y Fonte renders à scar by the Castilian à preu fret, at a fixed price.

SCLAREIX, III. p. 96. It is declared.

SCLARIMENT, III. p. 98. Declaration or explanation.

SCLARIR, III. p. 96. To declare.

SCLARIT, III. p. 94. He declares.

SCRIGAN, III. p. 168. Let him write, from the verb scrivere.

SCRIT, III. p. 140. Writing.

SCRIVANIA, III. p. 598. The office of ship's clerk, ship's scrivener. Lat. scribere.

SEBOLLIR, III. p. 182. To bury. Lat. sepelire, sepultura.

SEGELL, III. p. 476. A seal. Lat. sigillum. SEGELLADA, III. p. 476. Sealed.

SEGLE, III. p. 404, p. 492. The age, the world. Lat. sæculum.

SEGUIRIA, III. p. 416. It would follow.

SEGUR, III. p. 544. Secure, adj.

SEMANA, III. p. 210. A week. Ital. settimana ; Fr. semaine.

SEMBLANCA, III. p. 250. Semblance, pretence.

SEMBLANTMENT, III. p. 74. Resembling, accordant with.

SENDEMA, III. p. 274. The next day. Fr. le lendemain. Sequenti die, Jugla y Fonte.

SENSE, III. p. 224. Except, besides. Præter, Jugla y Fonte.

SENTENCIADA, III. p. 404. Adjudged.

SENTIMENT, III. p. 360. Assent.

SENY, III. p. 76. Bosom, heart. Fr. sein.

SENY, III. p. 434. Sense. Ratio, judicium, Jugla y Fonte.

SENYAL, III. p. 176, p. 196, p. 414. Earnest money, a mark. Jugla y Fonte renders this word, in Castilian señal, and in Latin nota, also arrha.; *e.g.*, paga y senyal, he pays earnest money.

SENYALARA, III. p. 196. He shall mark.

SENYOR, III. p. 74. A managing owner of a ship, or a master of a ship.

SENYORIA, III. p. 52. The magistracy of a town.

SENYORIA, III. p. 80. A preferential right.

SENYORIA, III. p. 612. Jurisdiction exercised over parts of the sea; lordship.

SEQUESTRA, III. p. 492. A separate place.

SEREM, III. p. 154. We may or shall be.

SERRAR, III. p. 218. To saw, to cut with a saw. Lat. serrare.

SERVEY, III. p. 92. A service.

SERVEY, III. p. 340, p. 546. A gratuity or present. Jugla y Fonte renders it gratificatio.

SERVICES, III. p. 236. Personal services, as distinguished from servey, the service of the ship.

SERVICIAL, III. p. 106, p. 168, p. 526. The servant or attendant of the master or of the merchants on board ship.

SETZENA, III. p. 52, p. 60. A sixteenth.

SEU, III. p. 86, p. 210, p. 654. His own. Lat. suus, suum. Lo SEU, his substance or property.

SIE, III. p. 434. It should be, or let it be.

SIMPLA, III. p. 380. Simple. Lat. simplex.

SIMPLAMENT, III. p. 390. Simply.

SIS, III. p. 56, p. 196, p. 442. Six in numbers. Lat. sex.

SO, III. p. 538. Safe.

SOBERGARIA, III. p. 76. Superfluity.

SOBIRA, III. p. 102. Above. Lat. supra.

SOBRARA, III. p. 518, p. 648. It shall remain over and above.

SOBRAR, III. p. 442. To surmount, to avoid : superare, Jugla y Fonte.

SOBRAT, III. p. 388. It remains over and above.

SOBREPUS, III. p. 254. The surplus, the excess.

SOCORS, III. p. 546. Succour.

SOL, III. p. 100. A foundation for cargo to be stowed upon. Lat. solidum. Dunnage is the proper marine term for the loose wood or other materials placed at the bottom of the hold of a ship to stow the cargo upon.

SOL QUE, III. p. 96, p. 172. Provided that, provided only.

SOFERT, III. p. 610. Suffered, part. pass.

SOFFERIR, III. p. 542. To submit to, to suffer.

SOFFERRA, III. p. 478. Shall suffer.

SOM, III. p. 154. We are. Lat. sumus.

SOPTOSAMENT, III. p. 166, p. 283, p. 582. Suddenly. Lat. subito.

SORRAR, III. p. 236. To ballast, to put ballast on board of a ship. Sorra, suburra, Jugla y Fonte.

SOSPENAN, III. p. 416. They should suspend.

SOSTENER, III. p. 604. To sustain. Lat. sustinere.

SOTS, III. p. 430. Under. Ital. sotto.

SPARAGOL, III. p. 164, p. 282. A gulf or bay of the sea, a roadstead.

SPARSA, III. p. 336. Separate.

SPATXADA, III. p. 336. Despatched.

SPAY, III. p. 354. Hope, expectation. Lat. spem.

SPER, III. p. 60. To hope. Lat. sperare.

SPER, III. p. 644. He hopes or expects.

SPERA, III. p. 200. Waiting-time, time of expectance.

SPERAR, III. p. 108. To wait for, or to expect. Lat. sperare.

SPERARAN, III. p. 394. They will wait.

SPERASSEN, III. p. 338. They should have hoped. Lat. speravissent.

STANY, III. p. 448. A harbour or sheltered roadstead. Jugla y Fonte translates stany, stagnum, laguna.

STAR, III. p. 494. To stop, to stay.

STARAN, III. p. 114. They withdraw.

STANYA, III. p. 294. Staunch, stable; adjective.

STIBA, III. p. 292. An outfit of casks stowed on board ship, sufficient to hold a cargo of wine.

STIBADORS, III. p. 374. Stowers, stivadors.

STIBEN, III. p. 376. Stowed; part. pass.

STIGA, III. p. 328. It shall rest upon.

STIGA, III. p. 474, p. 504. It should stay, it should be impeded.

STOPA, III. p. 94, p. 546. Oakum.

STRUCH, III. p. 362. Unfortunate. *See* MALESTRUCH.

SUFFERTA, III. p. 70. Suffered. *See* SOFERT.

SUMAR, III. p. 382. To sum up.

SURARA, III. p. 440. It shall float.

SURGIR, III. p. 164, p. 420. To ride at anchor. Jugla y Fonte translates this word, donar fons la nau, ad littus applicare, to fasten a ship to the shore.

SURGIRA, III. p. 578. He shall bring up a ship, he shall ride at anchor.

SURGIREN, III. p. 420. They rode at anchor.

SURT, III. p. 462. In security, or riding at anchor.

SURT, III. p. 232, p. 435. Plunged, dipped into the sea.

SURTES, III. p. 164. Ridden at anchor; part. pass. of the verb surgir.

SURTIRA, III. p. 546. It shall spring. Jugla y Fonte translates surtir as saltar en amunt, resilire, to spring upwards.

SUSPITA, III. p. 170, p. 600. Suspicion.

SUAU, III. p. 82. Sweet, good tempered. Jugla y Fonte renders it in Latin suavis, from which word it is evidently derived.

## T.

TALEM, III. p. 430. A canopy or awning. Jugla y Fonte translates it in Castilian, cuberta de drap a man a manera de vela per evitar el sole o la pluia ; A parasol or umbrella ; Lat. tela.

TALLAR, III. p. 90. To cut down. Fr. tailler.

TART, III. p. 184. Late. Lat. tarde.

TAULES, III. p. 176. Tablets. Lat. tabulas.

TE, III. p. 276, p. 292, p. 538. He holds or keeps ; should hold or keep. Lat. tenet.

TEMA, III. p. 101. He is afraid. Lat. timet.

TEMENT, III. p. 158. Fearful. Lat. timens.

TEMIA, III. p. 366. He shall fear. Lat. timeat.

TEMPORAL, III. p. 166, p. 274. Tempest or storm.

TEMPRAMENT, III. p. 372, p. 548, p. p. 614. Moderation or arbitration.

TEMPRAR, III. p. 370. To temper or to moderate.

TENDA, III. p. 428. A tent or awning.

TENDRIA, III. p. 224. Will keep or retain.

TENEN, III. p. 252. They keep or detain.

TERC, III. p. 112. A third. Lat. tertium.

TERRA, III. p. 208. The land. PRENGUES IERRA, it takes the land, it goes ashore.

TESTS, III. p. 376. Fragments or pieces of jars. Jugla y Fonte translates the word, pars testæ.

TESTES, III. p. 604. Heads. Per testes, Lat. per capita.

TIMONERES, III. p. 94, p. 254. Rudder pins or tillers. This word is translated "the wheel," but it is probable that the tiller of the fixed rudder, or the pin on which the steering oar was slung, is here meant.

TIMONS, III. p. 94, p. 236, p. 252. The rudders, the steering oars.

TINENT, III. p. 164. Holding or keeping. Lat. tenens.

TINGA, III. p. 180. He holds. Lat. tenet. Tinga la cura, he has the cure of souls.

TINTA, III. p. 86. Ink.

TIR, III. p. 462. He may tow.

TIRAR, III. p. 112. To draw down.

TOCARA, III. p. 228. He shall touch or strike.

TOLT, III. p. 368. Carried off. Tolrer, auferre, Jugla y Fonte.

TOLTA, III. p. 426. Captured or carried off.

TOLRA, III. p. 398. He shall prevent.

TOLRAN, III. p. 424. They shall capture.

TOLRE, III. p. 90. To take off or reduce. Lat. tollere.

TORN, III. p. 210, p. 648. A turn, a return.

TORNADA, III. p. 488. A return.

TORT, III. p. 380. A wrong.

TOS TEMPS, III. p. 58. At all times, for ever.

TOST, III. p. 280. Soon. Fr. tôt.

TOTAVIA, III. p. 78. Altogether, at all times.

TRABALL, III. p. 286. Trouble.

TRAFEGADOR, III. p. 200, p. 238. A trickster or swindler. Trafagador, enganyador, sincophanta, Jugla y Fonte. TRAFEGADORS, III. p. 70, p. 516. Tricksters.

TRAGUEN, III. p. 90. They should load on board ship. Lat. traherent.

TRAMETA, III. p. 472. He should transmit.

TRAMETRIA, III. p. 336. He should send back.

TRANSLADAT, III. p. 642. Copied. part. pass.

TRANSLAT, III. p. 640. A copy.

TRAU, III. p. 90, p. 104. The hawling or hoisting of cargo on board ship.

TRAU, III. p. 108. He withdraws.

TRAURE, III. p. 90, p. 256. To hawl or draw, to load on board ship. Lat. trahere.

TRAURE, III. p. 250. To redeem or to ransom from captivity.

TREBALL, III. p. 64, p. 642. Trouble, difficulty. Fr. travail.

TRENCARA, III. p. 298. Se trencara, shall be broken.

TRENCARAN, III. p. 364. They should break.

TRENQUENSE, III. p. 366. Should they break.

TRENTA, III. p. 440. Thirty. Lat. triginta.

TRET, III. p. 144. Drawn or towed; the participle passive of the verb "traure."

TRET, III. p. 66. Subtracted.

TRETA, III. p. 622. Towed away, carried off.

TRETS, III. p. 170. Brought forward, as witnesses.

TRIGA, III. p. 390. A delay. Jugla y Fonte translates it by the Latin word mora.

TROB, III. p. 284. He finds. Fr. trouve.

TROBADURES, p. III. 440. Reward for finding, civil salvage.

TROBADURES, III. p. 610, p. 618. Military salvage, remuneration upon recapture of a ship or cargo from an enemy.

TROBAR, III. p. 50. To find. TROBARA, III. p. 64. He shall find.

TROBAVEN, III. p. 162. They should find.

TROBANS, III. p. 148. Found, part. pass.

TROPIA, III. p. 482, p. 560. Shall find, possibly a Catalan form of trobia.

U.

ULTRA, III. p. 380, p. 520. Against, contrary to, in excess of.

ULTRAMAR, III. p. 180, p. 532. Beyond the sea. Lat. ultra mare.

US, III. p. 348. Usages, customs.

US, III. p. 636. You; an old Catalan form of the accusative plural of the pronoun, vos.

US DE MAR, III. p. 614. The customs of the sea applied to salvage in case of recapture from the enemy.

US DE MERCADERIA, III. p. 560. The usage of trade, of merchants.

USAVA, III. p. 472. He frequented, he was resident in.

V.

VAGEN, III. p. 184, p. 652. They voyage or travel.

VAL, III. p. 156. It is worth. Lat. valet.

VALGUES, III. p. 122. It would be worth.

VANAGLORIA, III. p. 404. Vanity, vain glory.

VAGABUNTS, III. p. 546. Wandering in search of employment. Lat. vagabundi.

VAIA, III. p. 88. He goes.

VAJE, III. p. 50. He may go.

VALEGA, III. p. 88. It may be worth.

VARAR, III. p. 364. To launch: Navim in mare inducere, Jugla y Fonte.

VASOS, III. p. 364. Rollers, upon which a ship might be drawn up on the beach.

VE, III. p. 180. He comes. Lat. venit.

VEDAR, III. p. 630. To forbid.

VEDARA, III. p. 398. He shall forbid

VEDAT, III. p. 364, p. 368. Forbidden. Lat. vetitum.

VEEDOR, III. p. 176. A viewer or inspector. Jugla y Fonte translates it, administrator.

VEENT, III. p. 176. They see.

VEES, III. p. 126. He saw.

VEGADES, III. p. 60. Alcunes vegades, sometimes; demes vegades many times. *See* DEMES.

VEGEN, III. p. 410. They should view.

VEHI, III. p. 472. Neighbouring to Lat. vicinus.

VEHIEN, III. p. 126, p. 494. They saw. Veian is another form of the same word.

VEIA, III. p. 638. He should see it or inspect it.

VEIATS, III. p. 626. View you it inspect you it; imperative mood

VEIXELL, III. p. 610. Vessel.

VELES, III. p. 418. Sails. Lat. vel

VELLA, III. p. 424. Old. Fr. vieill

VELLESA, III. p. 456. Old age. Fr. vieillesse.
VEN, III. p. 108, p. 224. He sells. Lat. vendit.
VENA, III. p. 412. He should sell.
VENC, III. p. 362. It controls. Lat. vincit.
VENCH, III. p. 134. Should he come.
VENDA, III. p. 114, p. 386. A sale.
VENDA, III. p. 622. The sale of a prize.
VENDRA, III. p. 476. He shall come.
VENGA, III. p. 130. Should he come.
VENIA, III. p. 410. He should sell.
VENIA, III. p. 308. There should come.
VENUDA, III. p. 84. Sold.
VER, III. p. 58. True. Lat. verum.
VEREN, III. p. 60. They saw.
VERT, III. p. 92. Green from moisture, damp.
VESSARA, III. p. 296. It shall spill or cause to flow over. Fr. versera. VESSAT, *ib.*; spilled. Vertere, effundere, Jugla y Fonte.
VESTIDURA, III. p. 178. An article of clothing.
VESTIDURES, III. p. 426. Vestments, clothing.
VET, III. p. 196. He forbids. Lat. vetat.
VETA, III. p. 232, p. 436. A rope.
VEU, III. p. 152. He sees.
VEURE, III. p. 56. To see.
VI, III. p. 212. Wine. Lat. vinum; Fr. vin.
VIDA, III. p. 392. Life. Lat. vita.
VILA, III. p. 206, p. 216. A town. Fr. ville.
VILA, III. p. 240. A vile person. Fr. vilain.
VILANIA, III. p. 228. Abusive words.
VINGA, III. p. 476. He should come.
VISQUES, III. p. 480, p. 486. He should have lived.
VISTA, III. p. 404. The sight.
VIU, III. p. 54, p. 472, p. 610, p. 642. Alive; viu era, was alive; viu ne haura, should be alive; viu sera, shall be alive. Lat. vivus. VIUS, III. p. 610. Alive; the nominative plural of the adjective viu.
VOLEN, III. p. 154. You should be willing.
VOLENTEROSOS, III. p. 504, p. 544. Willing, wishful.
VOLENTERS, III. p. 520. Willingly, readily.
VOLIEN, III. p. 254. They wished or intended.
VOLETS, III. p. 170. He wishes.
VOLS, III. p. 88. You wish.
VOLTA, III. p. 90. A turn round or circuit. The term is applied to a ship, which wears round, and describes a curve in so doing.
VOS, III. p. 80. You. Lat. vos.
VOT, III. p. 220. Vow. Lat. votum.
VULLA, III. p. 80. Should he will.
VULLA, III. p. 58. He wished.
VUYT, III. p. 56, p. 192. Eight. Lat. octo; Fr. huit.

## Y.

YO, III. p. 158, p. 652. I. Ital. Io. Lat. ego.

# GLOSSARY
OF
# LOW-GERMAN WORDS.

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## A.

AF, IV. p. 60. Præp., from. AF, IV. p. 90. Conj., or.

ACHTER, IV. p. 106. Back, backwards, behind.

AL, IV. p. 126. Pron., all. ALLE, IV. p. 70, p. 80. ALLEM, IV. p. 82. ALLEN, IV. p. 80.

ALBEYDE, IV. p. 78. Both, followed by unde, and.

ALDER ERSTEN, IV. p. 126. In the first place, for the first time.

ALLENE, IV. p. 116. Pron., alone. ALLENE, IV. p. 64. Adv., only.

ALLIR ERST, IV. p. 56. The first, in the first place.

ALSE, IV. p. 58, p. 60, p. 66, p. 82. As, when.

ALSO, IV. p. 68, p. 76, p. 126. Conj., as, when, provided that.

ALSULKE, IV. p. 90. Adj., such. ALSULKER, IV. p. 94. ALSULKEN, IV. p. 96.

ALZO, IV. p. 114. Conj., provided that, according as. ALZO LANGE, until.

AMPTES, IV. p. 56. Gen. of ampt, duty.

AMPSTERDAMME, IV. p. 106. The city of Amsterdam. AMSTERDAMME, p. 114, p. 116, p. 118. The same.

AME, IV. p. 64. An deme, on board, *i.e.* the ship.

AN, IV. p. 84, p. 86, p. 100. Præpos., in, on.

ANDELEN, IV. p. 78. To share.

ANDER, IV. p. 62. Pron. an other. ANDEREN, p. 55, p. 62. Of another.

ANDERS, IV. p. 62, p. 68, p. 74. Adv., otherwise, in another manner, at another time.

ANDERS NICHT, IV. p. 90. Only so, not unless.

ANDERS WAD, IV. p. 106. Pron., something else.

ANDERS WOR, IV. p. 60. Adv., elsewhere.

ANE, IV. p. 56. Præp. without.

AN SEGELEN, IV. p. 116. To sail upon, to sail against.

AN SPREKEN, IV. p. 108. To claim against.

ANTWORDEN, IV. p. 126. To give up, to surrender.

ARBEIDEN, IV. p. 58. To work.

ASCHEN, IV. p. 114. Ashes, potash.

AVER, IV. p. 60, p. 64. Over.

AVERMITET, IV. p. 78. Because, for that reason.

AVERMODICH, IV. p. 86. Immoderate, unreasonable.

## B.

BADES, IV. p. 84. The island of Bas, off the coast of Britany, L'isle de Bas.

BALASTET, IV. p. 118. Ballasted.

BEDDE, IV. p. 92, p. 104. A bed, or a bolster.

BEHODEN, IV. p. 68. To salve, to preserve.

BEHOFF, IV. p. 110. Behalf.

BEHOLDEN, IV. p. 76, p. 78. p. 82, p. 120. To keep, to preserve, to detain.

BEHOUEN, IV. p. 74. To use or enjoy, to have the use of.

BEIDEN, IV. p. 74. To await. BEIDEDE, p. 78. He awaits.

BECLAGEN, IV. p. 124. To claim against.

BEGERDE, IV. p. 102. He should resolve; from the verb begeren.

BELOUEN, IV. p. 100, p. 120. To trust, to give credit to.

BERGEN, IV. p. 68. p. 100. To save, to salve; geberget, salved; to bergende, to salve.

BESCHEIDEN, IV. p. 64. Part., fixed, definite.

BESETEN, IV. p. 62. Adj., the best.

BESLAGEN, IV. p. 104. Fastened with iron plates, said of a chest strengthened with iron plates on the outside.

BESPREKEN, IV. p. 96. To bespeak, to agree beforehand.

BEST, IV. p. 68. Adv., best.

BESTEDEN, IV. p. 56, p. 124. To engage oneself. BESTEDEDE, part., engaged.

BETALEN, IV. p. 60, p. 86. To pay for.

BETER, IV. p. 102. Adv. better.

BETERE, IV. p. 88. Adj. better.

BETEREN, IV. p. 70, p. 78, p. 94. To repair, to repay, to compensate.

BETH, IV. p. 64, p. 68. Up to, until. BETH VORWARDES, more forwards, further off.

BETUGEN, IV.. p. 108, p. 122. To prove by witnesses.

BEVOLE, IV. p. 122. He should find. Bovonde is the reading of some MSS.

BEWAREN, IV. p. 70, p. 126. To secure, to defend, to assure.

BEWISEN, IV. p. 56. To show, to make clear.

BEYDE, IV. p. 86. Both.

BLEVE, IV. p. 68. *See* BLIVEN.

BLIVEN, IV. p. 72, p. 78. Verb, to remain; p. 118, to blivende, to remain; bleve, it should remain.

BODDEM, IV. p. 80. *See* BODEM.

BODEM, IV. p. 86, p. 106. The bottom of a ship or of any vessel. BODEME, the bottoms of casks.

BOGEREN, IV. p. 100. They resolved; from the verb begeren, to resolve.

BORDEWES, IV. p. 66, p. 90, p. 94. The city of Bordeaux. BORDEUS, p. 82. The same.

BORET, IV. p. 112. *See* GEBORET.

BORNE, IV. p. 90. Fresh water.

BORT, IV. p. 56, p. 58. The deck of a ship, ship-board.

BOT, IV. p. 56. A boat.

BOTENDE, IV. p. 62. From boten, to pay a fine.

BOTLINE, IV. p. 90. Buoy-lines.

BOVELEN, IV. p. 84. To bid, to order.

BOYE, IV. p. 88. A buoy or float.

BREKEN, IV. p. 68, p. 80, p. 100, p. 114. To break, to break up, to be wrecked; gebroken, part., broken.

BRINGEN, IV. p. 62, p. 72. To bring, to bring ashore; gebracht, part., brought.

BRITANIEN, IV. p. 84. The duchy of Britany in France. BERTHANIAN, p. 90. The same.

BRODER, IV. p. 102. A brother: penningh penninges-broder, proportionately, an idiomatic expression; pennings-broder alone has the same meaning, and it is used in a similar sense in art. xxx. of Verwer's Text of the Usages of Amsterdam.

BROKE, IV. p. 66. Need, want.

BROKE, IV. p. 56. A breach of contract, a fault.

BROT, IV. p. 82, p. 94. Bread.

BRUKEN, IV. p. 60. To use, to employ.

BUT, IV. p. 86. He has offered; from beden.

BUTEN, IV. p. 62, p. 88. Præp., outside of, without; buten lands, outside the country; buten wege, out of the way. BUTEN, IV. p. 106, p. 112, p. 118. Adv., outside, out from.

BY, IV. p. 74, p. 88, p. 114. Præp., near; p. 56, p. 100, at; p. 74, according to; p. 80, by reason of; p. 56, under penalty of.

BY NEDDEN, IV. p. 120. Within, short of.

BYNNEN, IV. p. 56, p. 106. Præp., within, in respect of place and of time; adv., p. 106, inside.

BYSCHEGE, IV. p. 116. It befalls.

## C.

CABEL, IV. p. 106. A cable. CABELEN, p. 76. Cables.

CALEIS, IV. p. 84. The town of Calais in France. CALOIS, p. 84. The same.

CLAGE, IV. p. 62. A claim or complaint.

CLAGENDE, IV. p. 106. To complain of.

CLEGHERE, IV. p. 62. A claimant.

CLENE, IV. p. 84. Little, small.

COLEN, IV. p. 112. They fan; to colende, *ib.*; to fan rye or corn on board ship to prevent it heating.

COPLUDE, IV. p. 80. Merchants. *See* KOPLUDE.

COPMAN, IV. p. 92. A merchant. *See* KOPMAN.

CORDEN, IV. p. 78, p. 80. Cords, or hoisting ropes.

COST, IV. p. 122. Maintenance. *See* KOST.

COSTE, IV. p. 84. Coast.

## D.

DACHTEN, IV. p. 62. They thought, they intended; imperf. of the verb "denken."

DAGEN, IV. p. 120. Days. DAGES, p. 90. Of a day. DES DAGES, every day. DAGE, p. 120. The day.

DAN, IV. p. 66. Van dan, thence. VAN DANNEN, p. 80. The same. VAN DANNE, p. 91. The same.

DANSKE, IV. p. 114. Danish. This word is substituted in the text of the edition of 1505 in the place of Amsterdamme. *See* note in p. 115.

DAR, IV. p. 106. Adv., where; p. 110, here; p. 122, there.

DAR, IV. p. 64. Conj., if.

DAR, IV. p. 124, p. 126. Should he dare; from the verb durren, to dare.

DARAN, IV. p. 122. On that account.

DEDE, I. p. 66. He did; from the verb, don, to do.

DEEL, IV. p. 104. Part; meesten deel, the most part. Modern German, theil, a part or share. Twe deel, p. 120, two parts out of three.

DEL, IV. p. 80, p. 120. A share. Drudden del, a third share.

DELEN, IV. p. 76, p. 80. To share, to divide.

DEN, IV. p. 90, p. 104. Conj., than.

DEN, I. p. 60, p. 104. Adv., then.

DENNE, I. p. 66, p. 74, p. 92, p. 114. Adv., then.

DENST, I. p. 72, p. 110. Service.

DES, I. p. 100. Conj., if.

DES GELIKES, I. p. 104, p. 112, p. 116. In like manner, equally.

DICKE, IV. p. 112. Often.

DENK HÜRE, I. p. 92. Their intended wages, their wages agreed for. Denk is a miswriting.

DIT, I. p. 88, p. 100. Pron., this.

DO, I. p. 74. Conj., with.

DOBBER, I. p. 116. A buoy.

DOGEN, I. p. 74. To allow, to agree.

DON, I. p. 64, p. 68, p. 102. To do. TO DONDE, p. 54. To do.

DORCH, IV. p. 64. Through, on account of.

DRANCKE, IV. p. 90. For drink, dative case.

DRANK, IV. p. 90. Noun, drink.

DREN, IV. p. 66, p. 72, p. 76. Three.

DREGENDE, IV. p. 66. To pull together, to agree with.

DREGEN, IV. p. 94. To carry.

DRINKEN, IV. p. 70, p. 90, p. 110. They drink.

DRIVENDE, IV. p. 116. Driven.

DROGE, IV. p. 78, p. 90. Adj., dry.

DRUDDE, IV. p. 80, p. 106. Adj., the third.

DRUDDEN DEL, IV. p. 80, p. 120. A third part.

DRUNKEN, IV. p. 70, p. 110. Part., drunk.

DUCHTE, IV. p. 100, p. 102. It seemed.

DUNKET, IV. p. 74, p. 112. It seemeth: the word is misprinted drunket in p. 74.

## E.

EDDER, IV. p. 58, p. 60. Conj., or.
EDE, IV. p. 76. Oath.
EYDEN, IV. p. 58. Oath; by swaren eyden, on his sworn oath.
EFFTE, IV. p. 54, p. 56. Conj., or. EFTE, p. 102. The same. EFT p. 102. The same.
EFTE, IV. p. 66. Conj., if. EFFTE, p. 60. As if.
ELLICK, IV. p. 76. Each. ELICK, p. 80. p. 92. The same.
EME, IV. p. 56. Him. EM, p. 68. The same.
EN, IV. p. 66, p. 68, p. 72. This participle, when prefixed to a verb, gives to it a negative sense.
ENDE, IV. p. 60. An end.
ENGELANT, IV. p. 84. England.
ENTLADEN, IV. p. 78, p. 84. To unload.
ENTLASTINGE, IV. p. 90, p. 98. The discharge or unloading of cargo.
ENTLEPE, IV. p. 122. He escapes from, deserts.
ENTFANGEN, IV. p. 72, p. 110. Part., received.
ENTWINNEN, IV. p. 54. To entice away. ENTWYNNEN, p. 126. The same.
ERBARE, IV. p. 60. Experts, respectable men, prudhommes.
ERE, IV. p. 80, p. 82. Pron. poss., their. EREN, p. 74; EREM, p. 90. The same.
ERE, IV. p. 78. Before. ER, p. 82. The same.
ERER, IV. p. 72. Conj., or.
ERENT, IV. p. 94. Of them, their.
ERGERDE, IV. p. 70. It deteriorates.
ERLIKEN, IV. p. 76. Well, courageously.
ERST, IV. p. 78. Adv., first.
ERSTEN, IV. p. 106. Adj., first.
ERVEN, IV. p. 74. Heirs.
ESPINCK, IV. p. 56. A skiff or light boat.
ETEN, IV. p. 94. To eat.
EVENTURE, IV. p. 70, p. 86. An accident, a misfortune. BY EVENTUREN, p. 74. As accident suggests, according to circumstances.

## F.

FAYTE, IV. p. 122. A fact, a thing: mit quadem fayte, with a bad thing, a bad disease.
FEYLE, IV. p. 90. It fails, is in default.
FÜR, IV. p. 62. This word is rendered a fire or conflagration. "Vur" is the reading in the Codex of 1294.
FUSTALLE, IV. p. 80. Bulkheads, bulks of timber, by which the hold of a ship is separated into compartments for the safe stowage of cargo.

## G.

GAF, IV. p. 74. Imperf., he was the habit of giving; from geven.

GALGEN, IV. p. 122. The gallows, death by hanging.

GAN, IV. p. 70, p. 86. They go. TO GANDE, p. 70. To go.

GANTZE, IV. p. 54, p. 126. All, the whole; gantzeme, perhaps two words, gantz eme, all his.

GEBREK, IV. p. 94. p. 98. Fault, breach of duty, breakage.

GEBROKE, IV. p. 80. Breakage, breaking.

GEBORET, IV. p. 112. Part., received.

GEDAN, IV. p. 98. Done; from don, or doen, to do.

GEDELET, IV. p. 76, p. 80. Distributed; p. 86, shared.

GEHAD, IV. p. 86. Part., had; from the verb hebben, to have.

GEHETEN, IV. p. 60. Called or named.

GEHAVEN, IV. p. 64. Hewn or cut down.

GEKOMEN, IV. p. 86, p. 90. Come; part., from komen, to come.

GELADEN, IV. p. 92. Laden with cargo.

GELDEN, IV. p. 62, p. 65. Verb. act., to pay. GELDEN, IV. p. 60, p. 62. Verb neut., to be worth, to cost.

GELICK, IV. p. 78, p. 98. Adv., alike, equally as.

GELIKE, IV. p. 94. Adj., equals, like persons.

GELIKER WIJS, IV. p. 62. In like wise, in like manner.

GELODEN, IV. p. 70. Laden with goods, otherwise written geladen.

GELT, IV. p. 56, p. 68. Noun, money, cash.

GELT, IV. p. 108. Verb, is worth.

GEMAKET, IV. p. 88. Made.

GEMERET, IV. p. 70, p. 86. Moored.

GENESEN, IV. p. 72, p. 94. Healed, cured.

GENETEN, IV. p. 62. To employ, to produce.

GENOCH, IV. p. 114. Adv. enough.

GENOCHTE, IV. p. 114. Part., satisfied, obtained the assent of; from the verb genogen, to satisfy.

GENTZLICHEN, IV. p. 50. All, entire.

GEPRISET, IV. p. 76. Valued, estimated.

GERICHTE, IV. p. 94. A portion or a mess of food.

GERNE, IV. p. 88. Adv., right, thoroughly.

GEVEN, II. p. 54, p. 58. To give. GEVE, p. 106. I give.

GHEREIDEN, IV. p. 70. Part., repaired.

GHESCHEL, IV. p. 78. Dispute, dissension.

GESELLEN, IV. p. 94. Comrades, associates.

GESUND, IV. p. 74. Sound, in good health.

GETIDE, IV. p. 102. A tide, a fixed time.

GETOW, IV. p. 80, p. 90. A hawser, a towing rope.

GEVELT, IV. p. 68, p. 70. It happens.

GEVEN, IV. p. 54, p. 56. To give. GEGEVEN, p. 122. Given.

GEVRACHTET, IV. p. 66. Freighted, hired.

GEWICHTE, IV. p. 92. The weight.

GEWORPEN, IV. p 92, p. 104. Cast overboard, from werpen, to cast over.

GEWUNDET, IV. p. 72, p. 110. Wounded ; from the verb wunden.

GEWUNNEN, IV. p. 100. Gained, won ; from the verb winnen : p. 54, p. 58, p. 60 ; engaged or hired.

GODES-PENNING, IV. p. 100. Earnest money. French, denier a Dieu. Vestepenning, literally fast-penny, is another idiom of the same purport.

GROTER, IV. p. 70. Great. GROTEM, p. 76. The same.

GROTEN, IV. p. 114. A groat of Tours, a piece of silver money minted at Tours in France, GROTEN TORNOSEN, p. 56. Groats of Tours.

GRUNT, IV. p. 118. The ground.

GUD, IV. p. 60, p. 62. Noun, goods, merchandise. GUD, IV. p. 66, p 74. Adjective, good, favourable.

GY, IV. p. 66, p. 88. You ; gy herren, you, sirs.

## H.

HADDE, IV., p. 56, p. 110. He has. HADDEN, p. 120. They have.

HALFF, IV. p. 54. p. 56. Half. HALVEM, p. 56, accusative case. HALVEN, p. 114, dative case.

HAMBORCH, IV. p. 116. The city of Hamburg.

HANT, IV. p. 82. The hand, the open hand as contrasted with the fist.

HAVENE, IV. p. 60, p. 62. A port or haven.

HAVENEN, IV. p. 112. Verb, to preserve or to take care of.

HE, IV. p. 54, p. 56. Pronoun, he, that person.

HEBBEN, IV. p. 66. Have. TO HEBBENDE, p. 70. To have. HEDDE, p. 60. Had.

HEL, IV. p. 126. All, the whole.

HELEN, IV. p. 110. To heal, to be cured. TO HELENDE, p. 72. To heal, or to have a person cured.

HEFT, IV. p. 126. He has, from hebben to have ; HEFTE, the same ; HEFFT, the same.

HELFTE, IV. p. 126. The half : the more correct reading for hefte in line 12.

HELPEN, IV. p. 68, p. 94. To help.

HEN, IV. p. 108. Here, there.

HERBERGE, IV. p. 72. An inn, a lodging.

HEREN, IV. p. 54, p. 126. Masters. GY HEREN, p. 66, p. 88. You, sirs.

HERING, IV. p. 114. Herrings.

HERINGWICK, IV. p. 58. A village on the right bank of the river Trave.

HET, IV. p. 86. He orders or commands, from the verb heten. GEHETEN, p. 60. Called or named.

HILGEN, IV. p. 124. Holy things ; holy relics, upon which witnesses were sworn.

HOGER, IV. p. 105. Higher.

HOLDEN, IV. p. 96. He detains.

HOLKE, IV. p. 56. A ship or hull.

HOPE, IV. p. 100. A part or lot.

HORT, IV. p. 68. It belongs, from the verb horen.

HOWET, IV. p. 76. He hews down, he cuts down ; from the verb howen.

HULPE, IV. p. 96. Help.
HUNDERT, IV. p. 82. A hundred.
HURE, IV. p. 62, p. 74. Hire, wages.
HUREN, IV. p. 70. To hire. HURET, p. 64. He hires. HURET, p. 62. Part., hired.

## I J.

JA, IV. p. 114. Yes or yea, sometimes written ya.
JAR, IV. p. 108. A year.
JAWORT, IV. p. 106. An assent; an affirmative voice.
ICHT, IV. p. 64. Any, anything. ICHTES, p. 58. The same.
ID, IV. p. 60, p. 62. Pron. pers., that, it.
JEGEN, IV. p. 86, p. 122. Against, towards, with regard to.
JEGEN-WARDICH, IV. p. 108. Present.
JEMANT, IV. p. 56, p. 102. Any one, also written yemant.
JENICH, IV. p. 60, p. 70, p. 72. Any, also written yenich.
JENIGER, IV. p. 62, p. 70. Any, also written yeniger.
JENIGERLEIE, IV. p. 70. Of any kind.
JEWELICK, IV. p. 62. Similar, like.
IK, IV. p. 106, p. 110. Pron. pers., I, also written jik.
IME, IV. p. 60, p. 62. A contraction for in deme, in the.
INT, IV. p. 78, p. 86. A contraction for in dat, in that.
IN, IV. p. 58. Adv., inwards.
INNEMEN, IV. p. 110. To take in, to take on board; in to nemende.
JO. IV. p. 64. At any time.
JSLICH, IV. p. 76. Each.
ISLIK, IV. p. 58, p. 82, every, each; sometimes written ESLIK, p. 80. ISLIKER, p. 112. The same. ISLIKEM, p. 94. The same.
ISSET, IV. p. 62. Is it. ISSET ZOKE, p. 82. Is it the case, should it be the case.
JUWE, IV. p. 88, p. 90. Your.

## K.

KAN, IV. p. 56, p. 60. He knows, he knows how, he can; from the verb konnen.
KEDE, IV. p. 98. Chains.
KEREN, IV. p. 60. p. 90. To return.
KERSSEN, IV. p. 74. Candles.
KERVEN, IV. p. 78, p. 106. To cut. The English word to carve is from the same source.
KESEN, IV. p. 90. To choose. UTKESEN, p. 80. To choose out of others.
KIFF, IV. p. 70, p. 110. Strife.
KISTE, IV. p. 104. A chest. KISTEN, p. 92, p. 104. The same.
KNAPE, IV. p. 98. A young man. KNAPEN, p. 76. Plural.
KNARREHOLT, IV. p. 112. Staves for making barrels.
KOFTEN, IV. p. 124. They have bought or purchased, from kopen. *See* VORKOPEN.
KOMEN, IV. p. 70, p. 88. To come; p. 112, p. 122, they come.
KOMET, IV. p. 66, p. 74, p. 82. It comes,
KONDE, IV. p. 100. He could; imperf. from können.

KOPLUDE, IV. p. 70, p. 74. Merchants. *See* COPLUDE.

KOPMAN, IV. p. 96, p. 118. A merchant. *See* COPMAN.

KOPMANHAVEN, IV. p. 82. The city of Copenhagen. This word is substituted in the edition of 1505 for Bordeus.

KORTEN, IV. p. 70. Short: in korten tide, in a short time.

KOSEN, IV. p. 102. To choose.

KOST, IV. p. 96. Cost, keep. *See* COST. P. 72, p. 74, p. 110, expense.

KOST, IV. p. 90. Coast.

KOSTLIKER, IV. p. 74. More costly, more expensive; comparative of kostlik.

KOSTEN, IV. p. 72. p. 118. They cost.

KRIGEN, IV. p. 72. p. 118. They receive, they engage.

KUMPT, IV. p. 60, p. 62, p. 78. It comes, it has come.

## L.

LADEN, IV. p. 80, p. 96. To load a ship with goods. LADET, p. 96. He loads. LADDEN, p. 94. They load.

LADEN, IV. p. 80, p. 108. To put goods on board of a ship.

LAKEN, IV. p. 84. A cloth. *See* SCHOEN LAKEN.

LAND, IV. p. 56, p. 76. The shore. LAND, IV. p. 66, p. 68. Country, territory. LAND, IV. p. 94. Land, home.

LANGE, IV. p. 60, p. 82. Adv., long.

LAST, IV. p. 108. The lading or burden of a ship.

LAST, IV. p. 58, p. 114. A certain weight, of variable amount, according to the character of the goods or merchandise.

LAT, IV. p. 90. You leave.

LATE GELD, IV. p. 106. Pilotage money.

LATEN, IV. p. 74, p. 78, p. 106. To let, to allow.

LATEN, IV. p. 104. To lead, to guide, to pilot a ship by leading the way in a boat ahead.

LECHTE, IV. p. 82. He places. *See* LEGGEN, LECHT, p. 88. The same.

LECKENDE, IV. p. 78. Leaky.

LEDDICH, IV. p. 60. Released from, free.

LEDDIGER, IV. p. 58. Light, empty, free.

LEDET, IV. p. 94. It hurts, it damages.

LEGGE, IV. p. 66. Leggen is most probably the correct reading, to place or to leave in pawn.

LEGGEN, IV. p. 72, p. 88. To place, to lodge. LEGGET, p. 90. Do you put on board.

LEIDSAGEN, IV. p. 58. A steersman or pilot. *See* LEYTSAGEN.

LEIT, IV. p. 124. Sorrowful.

LEITSAGE, IV. p. 122. A pilot.

LEITSMAN, IV. p. 98. A pilot.

LEITZAGEN, IV. p. 126. A steersman or pilot.

LENGER, IV. p. 96. Longer; comparative of lange.

LEPE, IV. p. 78. It leaks out, flows out, from the verb lopen.

LET, IV. p. 84. It passes by.

LET, IV. p. 92. A berth, or place on board ship assigned to a mariner.

LEVEREN, IV. p. 72. To leave behind, to supply.

LEYTSAGER, IV. p. 54, p. 56. A steersman, or sailing master.

LEYTZAGEN, IV. p. 122. A pilot.

LICHT, IV. p. 66. It lies.

LIF, IV. p. 76. Life. LIFF, p. 106. The same.

LICK, IV. p. 106. Like.

LIGGEN, IV. p. 88. Verb neuter, to lie. LIGGEN, IV. p. 100. Verb active, to place a vessel in her proper berth.

LIKER WIS, IV. p. 108. Likewise, in like manner.

LISSEBOEN, IV. p. 66. Lisbon. This city is alluded to in the note as mentioned in the first printed edition of 1505.

LOCHENT, IV, p. 82. Giving the lie to a person, reviling a person.

LON, IV. p. 68, p. 112, p. 122, p. 126. Wages. LONEN, p. 122. The same.

LOS, IV. p. 56, p. 62. Set free, released, dismissed.

LOSSEN, IV. p. 108, p. 116. To discharge cargo.

LOUEN, IV. p. 76. To believe, to give credit to.

LOUEN, IV. p. 54, p. 56, p. 58. To hire, to engage, to promise.

LOVEN, IV. p. 108. *See* LOUEN.

LUCHTE, IV. p. 118. Adj., light.

LUCHTEN, IV. p. 118. To lighten.

LUCHTET, IV. p. 88. Imperative, raise ye.

LUDE, IV. p. 62, p. 64, p. 96. People, the crew as contrasted with the ship or the cargo.

LUTTICK, IV. p. 88. Little, shallow.

LYT, IV. p. 84. He passes by, leaves behind.

## M.

MACH, IV. p. 56, p. 62, p. 64. He may or can.

MAENTE, IV. p. 120. Intended, or ordinary, usual, common.

MAKEN, IV. p. 70, p. 84, p. 110. They make. WEDDER-MAKEN, p. 100. Make again, repair.

MAL, IV. p. 94. To eneme male, "at one time," translated "at one meal."

MALKANDER, IV. p. 100. One another; from malk, a contraction of manlik, each person, and ander, another. MALK ANDEREN, p. 82, towards one another.

MALTID, IV. p. 90. A meal, a meal-time.

MAN, IV. p. 64, p. 66. A person, one, in the sense of one does, one makes; Fr., on fait, on dit.

MANERE, IV. p. 70, manner; by eniger maneren, in any manner, by any means.

MANIEREN, IV. p. 92. A manner; in manieren, in such a manner.

MANCK, IV. p. 80, p. 86. Manck sick, amongst themselves.

MARCKTALE, IV. p. 62. In proportion, pro ratâ. MARCKTALEN, IV. p. 64. The same, paying by the mark, or value, as pundtale means paying by the pound or weight.

MARKEDE, IV. p. 100, p. 102, p. 108. A market.

MARKET, IV. p. 106, p. 112, p. 118. A market.

MARSDEP, IV. p. 112, p. 120, p. 122. Mersdep, the name of the deep-water channel at the entrance of the Zuider-zee, between the mainland and the island of Texel.

MAST, IV. p. 64, p. 76, p. 106. A ship's mast.

MATTA, IV. p. 104. A hammock on board a ship.

MEDE, IV. p. 62, p. 64, p. 106, p. 118. Therewith, by so doing.

MEDET, IV. p. 66. He makes.

MEIST, IV. p. 68, p. 70. Adv., most.

MEISTER, IV. p. 70, p. 76. The master of a ship, the managing owner.

MEN, IV. p. 56, p. 58, p. 66. Pronoun, another form of "man," a person. *See* MAN.

MEN, IV. p. 62, p. 66. Conjunction, "but."

MER, IV. p. 82. More.

MERE, IV. p. 72, p. 110. More.

MEREREN, IV. p. 100. The majority; mereren hope, the greater part.

MERTINS SINTE, IV. p. 60. St. Martin's day, the eleventh day of November.

MESTEN, IV. p. 66, p. 104, p. 106. The most part.

MEISTEN, IV. p. 70. This word is evidently a miswriting for meisters.

MEREN, IV. p. 70, p. 86. To moor a ship.

MIDDELER, IV. p. 82. A mediator.

MISDON, IV. p. 82. A misdeed.

MISSEDAET, IV. p. 56, p. 126. Misconduct. MISDAET, p. 86. The same.

MIT, IV. p. 62, p. 66. Prep., with.

MOCHTE, IV. p. 62, p. 108. He might. MOCHTEN, p. 88, p. 92; plural.

MOCHTEME, IV. p. 118. An older form of mocht men, one must, they must.

MOGE, IV. p. 60, p. 64. He may or can.

MOGEN, IV. p. 68, p. 70. To be able.

MOT, IV. p. 62, p. 76. It must. MOTH, p. 68. The same.

MYNSCHEN, IV. p. 74. A waiting-woman or nurse is probably here meant, but either sex may be thus designated.

MYNSTEN, IV. p. 106, p. 108. The least.

## N.

NA, IV. p. 88. Adv., near; to na, too near.

NA, IV. p. 62, p. 64, p. 94. Prep., according to.

NA, IV. p. 71, p. 92. Prep., after.

NACHT, IV. p. 56. The night.

NARNE, IV. p. 94. Nearer; comparative of na, near.

NEMANDE, IV. p. 64. To no one.

NEMANT, IV. p. 56. No one. NEMENT, p. 54. The same.

NEMEN, IV. p. 58, p. 84. To take.

NENE, IV. p. 92. None. NENEN, p. 94, p. 96. The same.

NEYN, IV. p. 68. None.

NEYNEN, IV. p. 56. None.

NICHT, IV. p. 64, p. 68. Not.

NIKOPINGHE, IV. p. 124. There are several towns in Denmark of this name, which signifies Newmarket.

NOCH, IV. p. 64, p. 80. Nor.

NOCH WEDDER, IV. p. 92. Not either.

NOGEN, IV. p. 70, p. 112. Satisfies, is enough for.

NORMANDIEN, IV. p. 84. The duchy of Normandy, in France.

NORWEGEN, IV. p. 116. Norway.

NOT, IV. p. 60, p. 64. Need, distress.

NOTSAKE, IV. p. 62. Necessity. NOTZAKE, p. 102, p. 106. The same. NOTZAKEN, p. 118. The same.

NOTTROFT, IV. p. 98, p. 108. Need, what he wants, necessities.

NYMPTE, IV. p. 60, p. 62, p. 78. He has taken.

## O.

OCK, IV. p. 54, p. 56, p. 58. Further, also.

OLT, IV. p. 88. Old.

OPENBAR, IV. p. 112. Open.

OPENBAREN, IV. p. 104. To lay open, to disclose.

ORDINANCIE, IV. p. 88, p. 100. Constitution, regulation.

ORLOFF, IV. p. 56, p. 122. Permission, leave. ORLOF, p. 66, p. 68. The same. ORLOF GEVEN, p. 110. To give leave.

OVER, IV. p. 106. Prep., over.

OVER, IV. p. 80. Conj., but. *See* AVER.

OVERWERPEN, IV. p. 92. To cast overboard; part., overgeworpen.

## P.

PACK, IV. p. 114. A pack or truss. *See* Vol. II. p. 186.

PARTIE, IV. p. 66. A part; der mesten partie, the majority. TO ERE PARTIE, p. 84. Probably a miswriting for charte-partie or zerte-partie, a charter party.

PASSEN, IV. p. 28. To pass by; PAST, has passed by.

PEKES, IV. p. 114. Pitch, genitive case of pek.

PENNIGE, IV. p. 58. Pennies. *See* PENNING.

PENNIGH, IV. p. 58. *See* PENNING. PENNINGH, p. 102. A penny.

PENNING, IV. p. 58. A penny. PENNINGE, p. 82. Pennies. GODES PENNING, God's penny, earnest money. PENNINGS BRODER, p. 102. *See* BRODER.

PIPE, IV. p. 114. A pipe of wine.

PLICHTICH, IV. p. 60, p. 68, p. 112. Liable for, with a substantive; p. 62, p. 72, with a verb; p. 70, p. 90, p. 110, entitled to, with a verb.

POLLEIE, IV. p. 114. A pulley.

PRAM, IV. p. 62. A skiff, a punt.

PRISE, IV. p. 86. Price.

PRISEN, IV. p. 76, p. 78. To value, to put a price upon. GEPRISET. p. 76. Valued. TO PRISENDE, p. 78, to value.

PUNDE, IV. p. 78, p. 92. A pound. PUNDEN, p. 76. Pounds.

## Q.

QUAD, IV. p. 80, p. 122. Bad; quad wedder, bad weather; mit quadem fayte, with a bad thing, with a bad disease.

QUEME, IV. p. 106, p. 120. He has come; imperf. from komen, to come. QUEMEN, p. 120. They have come.

QUID, IV. p. 80, p. 124. Quit, free.

## R.

RADE, IV. p. 66. Advice or counsel.

RADVRAGEN, IV. p. 104. To consult, to ask counsel or advice.

RATTH, IV. p. 66. Counsel, advice.

RECHT, IV. p. 54. Noun, law, right. RECHTE, IV. p. 128. Right, lawful claim. RECHTEN, IV. p. 126. An oath.

RECHTEN, IV. p. 90, p. 92, p. 98. Adj., right, proper, lawful.

REDDEN, IV. p. 118. Ready, probably a miswriting for redde.

REDE, IV. p. 58, p. 74. Ready, prepared.

REDELIK, IV. p. 88, p. 106. Adj., reasonable. REDELIKEN, IV. p. 92. Adv., reasonably.

REKEN, IV. p. 104, p. 106. To reckon. GHEREKENT, p. 92, reckoned, part. past.

REKENEN, IV. p. 104. To reckon.

REYSE, IV. p. 54, p. 58, p. 64, p. 96. Voyage.

RICHTEN, IV. p. 62. To adjudge, to decide.

ROGGEN, IV. p. 112. Rye corn.

ROPEN, IV. p. 76. To call.

ROTZEEL, IV. p. 66. The town of Rochelle, on the south-west coast of France, a great place of export for salt.

RUM, IV. p. 92. Room, place on board ship.

## S.

SAKE, IV. p. 10. A thing. *See* ZAKE.

SAL, IV. p. 54, p. 56. Shall.

SCAL, IV. p. 110, p. 126. He shall; a very ancient form of the verb.

SCHADEN, IV. p. 64, p. 76. Loss.

SCHAGEN, IV. p. 116. Skagen, the most northern headland of Jutland.

SCHAL, IV. p. 66, p. 74, p. 126. He shall.

SCHEDEN, IV. p. 82, p. 112. Verb neuter, to separate from, to depart from a place, to quit a person.

SCHEGE, IV. p. 116. It happens, from the verb scheen.

SCHEPE, IV. p. 58. The dative singular and the nominative plural of schip, a ship.

SCHILLING, IV. p. 62, p. 82. A shilling. The reading "schillingen" in Art. 9, p. 62 is open to some doubt, as the abbreviation so interpreted may have been used to signify the Latin word 'solidos,' pennies.

SCHILDE, IV. p. 104. Coins, on the reverse of which was stamped a shield. This kind of money was first circulated in Holland in the xivth century.

SCHIP, IV. p. 60. A ship; plural schepe.

SCHIPHERE, IV. p. 58. A shipmaster. SCHIPHEREN, p. 54; dative case.

SCHIPLAGE, IV. p. 60. Ship-pay, freight.

SCHIPLON, IV. p. 60. Ship-hire, freight.

SCHIPLUDE, IV. p. 62. The ship's crew.

SCHIPMAN, IV. p. 84, p. 112, p. 118. A mariner. SCHIPMANNE, p. 58. mariners.

SCHIPMEISTER, IV. p. 70. A shipmaster.

SCHIPPER, IV. p. 54. A ship owner or shipmaster. SCHIPPERS, p. 56; genitive case.

SCHIPRECHTE, IV. p. 100. Shipping law, maritime law.

SCHIRE, IV. p. 94. Promptly, without delay.

SCHOEN-LAKEN, IV. p. 94. A table-cloth, a fine cloth.

SCHOLDE, IV. p. 92, p. 100. He should. SCHOLDET, p. 100. The same. SCHOLDEN, p. 102. They should.

SCHOLDEME, IV. p. 102. One should. SCHOLDEMEN, p. 102. The same; otherwise scholde men, or men scholde.

SCHOLEN, IV. p. 64, p. 68. They shall.

SCHOLENT, IV. p. 94. They shall.

SCHONE, IV. p. 118. Scania in Sweden. *See* SCHONEWORT.

SCHONE, IV. p. 94. None. This word is open to doubt, and MS. D. in the library at Copenhagen has "neyn." *See* note p. 94.

SCHONEWORT, IV. p. 58. Scania. Schonewart may be the proper reading, being another form of Schone vart, which is the reading of two Lubeck codes, and also of the Codex Livonicus, Art. 5 (cxviii.). "To Schonevart" properly signifies towards Scania.

SCHOTLANT, IV. p. 84. Scotland.

SCHRIVEN, IV. p. 114. To write: vor geschreven, above written.

SCHULDICH, IV. p. 66, p. 68. Bound, obliged; p. 94, entitled.

SCHULT, IV. p. 58, p. 62. A debt; p. 112, blame.

SE, IV. p. 64. Pron. pers., it.

SECKHEIT, IV. p. 72. Sickness, illness.

SEE, IV. p. 74, p. 92. The sea, otherwise written "zee."

SEENDE, IV. p. 74. To provide; vor to seende, otherwise, to vor-seende, providere.

SEGEL, IV. p. 108. A seal or signet.

SEGEL, IV. p. 64. A sail of a ship.

SEGELEN, IV. p. 58, p. 66. To sail.

SEGELING, IV. p. 64. The act or operation of sailing.

SEGGEN, IV. p. 66, p. 108. They say; wedder-seggen, they say against, deny, contradict.

SEGGENT, IV. p. 86. The saying or the decision of the mariners.

SECKER, IV. p. 80. Secure; vorsekeren, to secure, to make fast.

SEKKERHEIT, IV. p. 92. Security, surety.

SELSCHOP, IV. p. 100, p. 102. The ship's company, the crew.

SENDEN, IV. p. 72, p. 96, p. 108. To send.

SETE, IV. p. 78. It settles, sits upright.

SETTEN, IV. p. 66, p. 102, p. 108. To set or place, to set a value on a thing, to appoint a master to a ship.

SICK, IV. p. 56, p. 126. Self; p. 126 misprinted sich.

SIDEN, IV. p. 104. Sides, plural of side.

SIK, IV. p. 70, p. 86, p. 100. Self.

SIN, IV. p. 64, p. 78. Verb neut., to be.

SIN, IV. p. 64, p. 102. Pron. poss., his own. SINES, p. 56. Of his own; SINE, the same. SINEM, p. 102. From his own. SYNER, p. 104. In his own.

SINT, IV. p. 76, p. 78. They are.

SINTE, IV. p. 60. Holy; St. Martin's day.

SITTENDE, IV. p. 88. Settling down.

SLACH, IV. p. 82. A blow.

SLAET, IV. p. 82. He strikes; from schlagen, to strike.

SLAGE, IV. p. 86. A blow.

SLEGE, IV. p. 72. Blows; plural of slage.

SLOGE, IV. p. 82. He hurts himself by a blow.

SLAPEN, IV. p. 56. To sleep.

SLOTE, IV. p. 80. p. 98. Hatchways, or dividing boards in the hold of a ship, also dock gates.

SLUES, IV. p. 66, p. 80. The town of Sluys in Flanders. SLUS, p. 68, p. 74.

SLUTENDE, IV. p. 82. To close, applied to gates or doors in the hold of a ship, forming compartments for the security of the cargo.

SO, IV. p. 82, p. 86, p. 100. Thereupon, in such a manner, thenceforth.

SODANER, IV. p. 74. Such, indefinite; p. 60, such, definite.

SOLDEMEN, IV. p. 120. One should. *See* SCHOLDEME.

SOLK, IV. p. 60. Such.

SOMMER, IV. p. 60. Summer. SOMMERDAGE, p. 60. The days of summer.

SPAREDE, IV. p. 100. Should he have spared or preserved.

SPISE, IV. p. 74, p. 94. Dinner, food.

SPREKEN, IV. p. 60. They say, declare.

STAN, IV. p. 114. To support, to be responsible for.

STARK, IV. p. 80. Strong. STERKE, p. 114. The same.

STEDE, IV. p. 60, p. 68, p. 78. Place; id stede, p. 64, may be a miswriting for in stede, in his place, or in his stead.

STERVEN, IV. p. 74. He should die.

STORM, IV. p. 60, p. 74. A storm.

STRIT, IV. p. 86. Strife or quarrel.

STUCK, IV. p. 114. A piece of wine, a pipe or butt.

STURMAN, IV. p. 54. This word is of frequent occurrence, and properly means a helmsman, a man to steer the vessel; a sailing-master as distinguished from the owner, when on board as ship-master.

SULF, IV. p. 80, p. 106. Self, himself the third, that is, with two others of the crew.

SULLEN, IV. p. 92, p. 106. They shall.

SULVEN, IV. p. 124. Himself. SULVES, p. 126. Of himself.

SUNDER, IV. p. 62, p. 74. Prep., without.

SUNDER, IV. p. 64. Conj., except.

SÜNTHEIT, IV. p. 76. Safety, saving.

SWAREN, IV. p. 58. Sworn, bij-swaren.

SWEREN, IV. p. 80, p. 106. To swear.

SWERENDE, IV. p. 76, p. 86. To swear.

## T.

TAFFELEN, IV. p. 36, p. 82, p. 86. A table.

TAWE, IV. p. 114. A rope for hoisting with. *See* TOWE.

TEGEN, IV. p. 70. Prep., against.

TERS, IV. p. 114. The genitive of ter, tar.

TERLING, IV. p. 114. A fardel of cloth. *See* Vol. II. p. 186. Half a pack.

TERMINEN, IV. p. 94. A term. TERMYNE, p. 96. The same, a fixed time.

TERWE, IV. p. 112. This grain is barley according to Slyter. Pardessus, on the authority of the MS. of 1537, translates it wheat, as in the text.

THO, IV. p. 60. Prep., to, until.

TID, IV. p. 70, p. 96, p. 110. The time. TIDEN, p. 70. The same. TIT, p. 118. The same.

TIJD, IV. p. 70. Time. TIJT, p. 60, p. 64. The same.

TO, IV. p. 58, p. 66. Prep., to, unto.

TO, IV. p. 88. Adv., too. TO NA, too near.

TO, IV. p. 106. Towards. TO ACHTER. Backwards, in arrear.

TOGADER, IV. p. 84. Together.

TOGEN, IV. p. 74, p. 78. To show, to declare.

TOLLEN, IV. p, 118. Tolls; plural of toll, a toll or port-due.

TOM, IV. p. 100, p. 126. A contraction of " to deme," to the.

TOR, IV. p. 70, p. 80. A contraction of " to der," to the.

TORNOSEN, IV. p. 56. The plural of " tornos," from the French " tournois," Lat. Turonenses; coins of the cify of Tours in France.

TOUWEN, IV. p. 98. Hawsers or cables.

TOW, IV. p. 68, p. 114. Tackle, ropes. TOWE, p. 66, p. 78. The same; genitive case.

TOWEN, IV. p. 70. Hawsers, cables.

TRAVE, IV. p. 62. A river of Holstein, which flows past Lubeck.

TRAVEMUND, IV. p. 58. A port at the mouth of the Trave, a river of Holstein, on which the city of Lubeck is situated.

TRISSEN, IV. p. 114. To hoist by means of a rope and a block; hence the English word to trice, to hoist up.

TRUWELIKEN, IV. p. 68. Truthfully, truly.

TUGE, IV. p. 62. Witnesses.

TUNNEN, IV. p. 58. Tuns or barrels.

TWE, IV. p. 88, p. 94, nom. two; p. 90, acc. two. TWEN, IV. p. 56, p. 88, dat. two; p. 74, acc. two.

TWE DEEL, IV. p. 120. Two thirds.

TWIDRACHT, IV. p. 110. Dispute.

TWISCHEN, IV. p. 84, p. 106. Between.

TWIST, IV. p. 70, p. 84. Dispute, quarrel.

TWYSTE, IV. p. 70. Dispute, wrangle.

## U.

UMME, IV. p. 62, p. 96, p. 108. Prep., on, upon, concerning, for.

UMME, IV. p. 104, p. 116. Prep., around, round.

UMME, IV. p. 76, p. 96. In order to, with the object of.

UMME, IV. p. 38, p. 58. On account of.

UMME DAT, IV. p. 90. Seeing that, because that.

UMMELANT, IV. p. 122. Surrounding lands, neighbouring lands.

UNBEKANT, IV. p. 120. Ignorant.

UNBESLAGHEN, IV. p. 104. Unfurnished, unsecured.

UNDE, IV. p. 56, p. 58. Conj., and.

UNDER, IV. p. 24. Amongst.

UNGELT, IV. p. 120. Expenses.

UNGELUCKE, IV. p. 64. Ill-luck, misfortune.

UNS, IV. p. 88. Us.

UNTLAET, IV. p. 86. Unloads.

UNTLADINGE, IV. p. 92. Unloading, discharge.

UNWEDDER, IV. p. 76, p. 106. Ill weather, bad weather.

UNWILLEN, IV. p. 116. Involuntariness, absence of intention.

UP, IV. p. 120. Adv., up. HIR UP, p. 122. Up here.

UP, IV. p. 102. Prep., within. UP, IV. p. 116. Prep., upon.

UPBOREN, IV. p. 54, p. 124, p. 126. To receive. UPGEBORET, part. past, received.

UPKOMEN, IV. p. 80. It springs up. UP QUEME, p. 120. It has come up.

UPLEGEN, IV. p. 112. To draw up, to berth a ship.

UPPE, IV. p. 74, p. 76. Prep., in proportion to, according to.

UPSEGELEN, IV. p. 112. To sail up.

UPSETTEN, IV. p. 96, p. 108. To award.

UTE, IV. p. 58, p. 60. Prep., out of; p. 66, p. 116, from.

UTVLEGEN, IV. p. 80, p. 86. To flow out.

UTH, IV. p. 58. Adv., out. UTA DEIT, p. 64. He gives out, he lets out a ship.

UTHLUCHTEN, IV. p. 118. To lighten out, to lighten by unloading.

UTKESEN, IV. p. 80. To choose out, to select.

UTLUCHTEN, IV. p. 120. To lighten out; utgeluchtet, lightened out of a ship.

UTSCHETEN, IV. p. 112. To shoot out; ut to scheten, for shooting out grain from a ship.

UTSETTEN, IV. p. 98. To set out, to carry out hawsers or cables.

UTWERPEN, IV. p. 60. To cast out; ut geworpen, cast overboard from a ship in distress.

V.

VAD, IV. p. 76, p. 80. A cask or barrel, a vat.

VALLEN, IV. p. 114. To befall, to happen.

VALSCHES, IV. p. 78. Unsuitable, defective.

VAME, IV. p. 56, p. 60. A contraction for van deme.

VAN, IV. p. 54, p. 64, p. 72. Prep., from; p. 118, in consideration of, by reason of.

VAN VOER, IV. p. 84. From before.

VARE, IV. p. 60. Fault, blame.

VAREN, IV. p. 62, p. 64, p. 66, p. 78. To go, to sail forth, to depart from.

VART, IV. p. 70, p. 92. A voyage.

VAT, IV. p. 92. A cask. VATE, p. 78, p. 114. Casks.

VELE, IV. p. 68, p. 100. Much.

VEER, IV. p. 70. Four.

VEERSETTINGE, IV. p. 76. Compensation. *See* VORSETTINGE.

VERACHTET, IV. p. 90. Disregard, give up, abandon; from achter, retro, behind.

VERDE, IV. p. 80. A fourth, from veer, four.

VERLUST, IV. p. 64. Should he lose; from the verb, vorloren.

VERNDEL, IV. p. 96. A fourth, a quarter.

VERNE, IV. p. 56, p. 106. Far; also verne, so far.

VERSETTEN, IV. p. 64. To hypothecate, to mortgage a ship.

VIF, IV. p. 120. Five.

VIN, IV. p. 86. A miswriting for win, wine.

VINDEN, IV. p. 62, p. 92. To find.

VITTALIE, IV. p. 66. Victuals.

VLANDEREN, I. p. 84, p. 118. Flanders.

VLASSES, IV. p. 114. Flax.

VLET, IV. p. 112. The channel of the Vlie, which separates the isle of Texel from the isle of Vlieland. VLE, p. 122; VLEE, p. 123. It leads out of the Zuiderzee into the North Sea.

VOLGEN, IV. p. 86. To follow, to accompany. Slyter translates the word, as if it implied that the mariner remained on board the ship.

VOLKE, IV. p. 62. Persons, folk.

VOR, IV. p. 62, p. 120. Before, in the presence of, in sight of.

VOR, IV. p. 92, p. 104. For, in the place of, as being equivalent to.

VOR, IV. p. 100, p. 112, p. 120. In return for, in exchange for, in payment of.

VORBEDEN, IV. p. 88. They forbid.

VORBETEREN, IV. p. 94, to improve, to increase; p. 112, to make good; p. 86, to make amends for.

VORBEYDENDE, IV. p. 66. Awaiting, biding.

VORBOREN, IV. p. 82. To pay as a penalty.

VORBOTEN, IV. p. 110. To pay as amends. *See* VORBETEREN.

VORBRINGEN, IV. p. 62. To bring forward.

VORBUNDEN, IV. p. 118. Bound for.

VORBUT, IV. p. 54. He engaged (himself). VORBUTH, p. 126. The same.

VORDENET, IV. p. 112, p. 122. Earned.

VORDEREN, IV. p. 62. To demand.

VORDRAGEN, IV. p. 82. To endure, to support.

VORDREGEN, IV. p. 118. To admit, to assent to.

VOREN, IV. p. 56, p. 60, to carry away; p. 62, to conduct a suit; p. 92, to carry forth; p. 124, to conduct a vessel.

VORGESCHREVEN, IV. p. 114. Aforewritten.

VORHUREN, IV. p. 64. To hire a thing or engage another person for hire. SIK VORHUREN, p. 70, p. 110. To let themselves out for hire, to engage themselves for hire.

VORINGE, IV. p. 90, p. 92. A mariner's venture, what he takes out with him on his voyage to sell on his own account. *See* VOREN.

VORKOPEN, IV. p. 60, p. 64, p. 66. To sell.

VORLANT, IV. p. 120. A foreland, a promontory.

VORLESEN, IV. p. 68, p. 118. To lose.

VORLESET, p. 96. He loses.

VORLIGGEN, IV. p. 96, p. 108. To let pass, to let slip.

VORLOREN, IV. p. 68, p. 70. Lost at sea by tempest, or by shipwreck.

VORLOREN, IV. p. 56, p. 80, p. 122. Lost, being lost. VORLORE, p. 86. The same.

VORLOVEN, IV. p. 110. To permit.

VORSCHEPEN, IV. p. 64. To freight, to let out for freight.

VORSEEN, IV. p. 74, p. 98. To provide.

VORSEKEREN, IV. p. 80. To secure.

VORSETTEN, IV. p. 82. To indemnify, to replace.

VORSETTINGE, IV. p. 76. Compensation.

VORSUMEDEN, IV. p. 114. They neglect.

VORNEMEN, IV. p. 102. To prefer, to take by way of preference.

VORTGAN, IV. p. 104. To be put into execution, to be done forthwith, to go forward.

VORVRACHTEN, IV. p. 96. To let for freight.

VORWARDES, IV. p. 88. Forwards.

VORWAREN, IV. p. 74. To tend, or to take care of, to protect.

VORWERDEN, IV. p. 76. To conduct; sick vorwerden, to behave, to conduct themselves.

VORWINNEN, IV. p. 56. To convict.

VRACHT, IV. p. 70, p. 76. Freight.

VRACHTEN, IV. p. 96, p. 108. To let for freight.

VRACHTLUDE, IV. p. 64. The freighters, the persons who hire a ship, or who charter her.

VRACHTMANNEN, IV. p. 102. The freighters, accusative case. VRACHTMANNE, p. 112. The same, dative case.

VRAGEN, IV. p. 90, p. 106. To question, to ask. NA VRAGEN, p. 86. To enquire after.

VREDE, IV. p. 82. Peace.

VREDE, IV. p. 92. Liberty, franchise.

VRESE, IV. p. 120. Fear, peril.

VRIG, IV. p. 76. Free. VRYGHEIT, IV. p. 76. Franchise, free carriage.

VULDEN, IV. p. 126. To complete. *See* VULLENDON.

VULLEN, IV. p. 100, p. 108, p. 112. Full; accusative of vul.

VULLENDON, IV. p. 70. To fulfil, to complete.

VURDER, IV. p. 100. Further.

VUST, IV. p. 82. Fist, hand.

W.

WAD, IV. p. 78, p. 90, p. 118. What. ANDERS WAD, p. 106. What other.

WAGENSCHOT, IV. p. 112. Wainscot.

WANDES, IV. p. 114. Cloth; genitive case of the noun "want."

WARDE, IV. p. 110. Is worth, from the verb waren.

WAREN, IV. p. 126. To aver, to affirm.

WAREN, IV. p. 74. Should they be, this is perhaps the better translation of the passage, implying that the master is not bound to provide more delicate food, should it be at his cost.

WART, IV. p. 70, p. 76. Has been; imperf. of the verb werden.

WAS, IV. p. 54, p. 120. Was; imperfect tense of the verb sin, to be.

WASSET, IV. p. 90. It grows.

WAT, IV. p. 56. What.

WATERS, IV. p. 88, p. 92. Water; genitive case of water.

WATER RECHT, IV. p. 54, p. 66. Sea-laws.

WATERS NOT, IV. p. 62. Peril of the sea.

WE, IV. p. 62. Who, nominative singular. WES, p. 88. Whose, genitive singular. WEME, p. 64. To whom, dative singular. WAD, p. 122. Which, accusative neuter.

WEDDER, IV. p. 66, p. 80, p. 120. Noun, the weather.

WEDDER, IV. p. 68. Adv., back. WEDER, p. 118. Again.

WEDDER-STOT, IV. p. 92. An objection.

WEGE, IV. p. 88. The way, dative singular from the noun 'wech.'

WEGEN, IV. p. 94, p. 120. By reason of, because of.

WELK, IV. p. 64, p. 114. Whatever. WELKER, p. 68. Dative case.

WELKE, IV. p. 116. Several.
WEN, IV. p. 58. When.
WEN, IV. p. 102. Than.
WENTE, IV. p. 56, p. 70, p. 78, p. 82. Since, if perchance.
WERD, IV. p. 118. Is, has become. WERDEN, p. 70. Are, plural.
WERDEN, IV. p. 56, p. 60. Inf., to be, to become.
WERDICH, IV. p. 104. Worth.
WERDIGEN, IV. p. 60. To value, to set a value upon.
WEREN, I. p. 82. To defend.
WEREN, IV. p. 74. Were, imperfect of the word sin, to be.
WERENT, IV. p. 70. They would be.
WERET, IV. p. 70, p. 102. Were it.
WERT, IV. p. 62, p. 64. Is, shall be, should be.
WERPEN, IV. p. 74, p. 102. Verb act., to cast overboard. TO WERPENDE, p. 74. The same.
WERPENT, IV. p. 74. A casting overboard, a jetison.
WERPET, IV. p. 62. Part. past, cast overboard.
WERP-GELDE, IV. p. 104, p. 118. Jetison-money.
WESEN, IV. p. 58, p. 74. To be.
WETEN, IV. p. 88. To know. WED. He knows.
WIF, IV. p. 124. A wife. WIFF, p. 74. The same.
WILLE, IV. p. 102. Will, willingness. WILLEN, p. 64, p. 88. The same, dative case.
WILLEN, IV. p. 74, p. 80. They are willing. WILLET, IV. p. 74. Should he be willing.
WILLENS, IV. p. 116. Intentionally.
WIN, IV. p. 80, p. 82. Wine. WINE, p. 70. Dative case.
WINDEGELT, IV. p. 78. Hoisting money.
WINDEN, IV. p. 78. To wind up, to hoist.
WINGELDE, IV. p. 114. Hoisting money.
WINNEGELT, IV. p. 58. Winding money, hoisting money.
WINNEN, IV. p. 54. To hire, to engage.
WINT, IV. p. 96. He may gain or win.
WINT, IV. p. 66, p. 96. A wind.
WISEN, IV. p. 92. To show.
WITSKAP, IV. p. 62. Knowledge.
WO, IV. p. 102. Adv., at how much. WO VELE, p. 102. The same.
WOL, IV. p. 74, p. 82, well; p. 64, p. 66, nevertheless, notwithstanding.
WOLDE, IV. p. 60, p. 112. He would, from the verb willen. WULDEN, IV. p. 112. They would, plural number.
WONHEIT, IV. p. 106. Custom, habit.
WOR, IV. p. 60, adv. where; p. 88, wherefore.
WORDE, IV. p. 60, p. 70, p. 78. Is, becomes, should be.
WORDEN, IV. p. 78, p. 110. Should be, plural. WORDET, IV. p. 92, p. 104. Should it be, worde it.
WORT, IV. p. 92. Word.
WUNDEN, IV. p. 72. Wounds.
WUNNE, IV. p. 86, p. 120. Should he engage, from winnen, should he hire.

WY, IV. p. 66, p. 88. We.
WYNES, IV. p. 114. Wine, genitive case of win.
WYNNET, IV. p. 126. He hires.

## Y.

YA, IV. p. 114. Yea, yes.
YDEL, IV. p. 70. Empty.
YEMANT, IV. p. 56. Any one, the same as jemant.

## Z.

ZAKE, IV. p. 80, p. 82, p. 86. The fact, the case. *See* SAKE.

# THE LAWS OF WISBUY.

# THE LAWS OF WISBUY.[1]

ARTICLE I.

Whatever mariner, whether pilot, mate, or sailor, binds or hires himself to a master, if he afterwards leaves him, he shall refund what wages he has received, and besides that, pay half as much as the master had promised him for the whole voyage. And if a mariner has hired himself to two several masters, the first that hired him may claim him and force him to serve him. Nevertheless, he

[1] *Wisbuy*] The Editor has thought that it would be useful to the reader to be able to contrast with the original text of the Gotland Sea Laws, the abbreviated English version of them, which was introduced into England under the title of the Laws of Wisbuy at the commencement of the last century, and he has accordingly presented the reader with the English text of those laws, as published for the first time in England in the second edition of a work entitled "A General Treatise of the "Dominion of the Sea, and a com-"pleat body of Sea Laws." The first edition of this treatise is said to have been published in 1705. The second edition, of which a copy is preserved in Lincoln's Inn Library, is without a date, but there is internal evidence, which warrants its being assigned to A.D. 1709. It is stated in the preface that "the undertakers "of the work have, since the first "edition was published, met with a "book entitled 'Les Us et Cou-"'tumes de la Mer,' printed at "Roan, and dedicated to the first "president of the Parliament of "Normandy, from which they have "translated into English a correct "copy of the Laws of Oleron, with "great improvements, and also the "Laws of Wisbuy, which were not "in the former edition." The book which is so referred to in this passage as printed at Roan, is Cleirac's work on the Usages and Customs of the Sea, of which a third edition was printed at Rouen in 1671, the first edition having been printed at Bordeaux in 1647. An identical English text of the Laws of Wisbuy is in use in the United States of America, having been published, together with the text of the Laws of Oleron, in Peters' Admiralty Decisions, vol. i. Philadelphia, 1807.

shall not be obliged to pay him any wages at all for the whole voyage, unless he does it of his own good will.

ARTICLE II.

Every pilot, mate, or mariner that does not understand his business, shall be obliged to repay to the master whatever wages he had advanced him, and be besides bound to pay half as much more as he had promised him.

ARTICLE III.

A master may turn off a mariner without any lawful cause given, before he sets sail, paying him half what he had promised him for the voyage. After he has set sail and is gone out of his port, that master who turns off a mariner without lawful cause given, is obliged to pay him all his wages, as much as if he had performed the voyage.

ARTICLE IV.

No mariner shall lie or stay a night ashore without the master's leave, on pain of forfeiting two deniers, nor shall he unmoor the ship's boat in the night, under the same penalty. *By deniers here are understood those of which twenty-four make an ounce of silver. The double deniers are now called carolus's or grand blancs by the French and other nations.*[1]

ARTICLE V.

The mariners shall have three deniers a last for loading, and three for unloading, which is to be reckoned only as their wages for guindage or hoisting. *These duties are never fixed on account of the dearness of provisions and the value of money, which changes and increases daily. The rate of guindage or reguindage is commonly in*

[1] *nations*] This note is appended to Article iv. in Cleirac's French version of the Laws of Wisbuy in Les Us et Coutumes de la Mer.

*France five sols a last, which is two sols six deniers tournois a tun.*[1]

ARTICLE VI.

It is not lawfùl to arrest or imprison the master, pilot, or mariners of a ship in an action of debt, when they are ready to sail, but the creditor may seize and sell anything he finds in the ship that belongs to the debtor. T. 1 *de Navicularii*s, l. xi. cod.

ARTICLE VII.

A ship[2] being freighted for all the summer, the season shall end on the feast of Saint Martin, or the eleventh of November.

ARTICLE VIII.

Whoever shall make use of another man's lighter without his leave, shall pay the owner four sols a day, unless it was in a case of necessity, as of fire or the like.

ARTICLE IX.

If any one has occasion to have a debt witnessed, he need not carry strangers aboard, but may make use of the people in the ship. The same he may do in all acts where witnesses are necessary. l. x. cod.

ARTICLE X.

It is not lawful[3] to sell or mortgage a vessel let out to freight, but it is lawful to freight it or underlet it to others for the same time and the same voyage.

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[1] *a tun*] This note is also found in Cleirac's work. He refers his reader to the Guidon de la Mer, ch. v. Art. xvii., where it is stated that hoisting money is two sols six deniers the tun. The English translator has not followed Cleirac's text accurately, as Cleirac names four deniers as the charge for loading, and three deniers for unloading.

[2] *a ship*] The article on the subject of jetison, which is Art. vii. of the Gotland Sea Laws, is here omitted, so that Art. vii. of Cleirac's series corresponds with Art. viii. of the Editio Princeps of 1505, and the following articles vary accordingly. See p. 61.

[3] *It is not lawful*] An article on the subject of jetison, which is

*The words of this article are "de le frotter ou sous "louer a d'autres pour le mesme temps, et pour mesme "voyage:" which we think we have rendered right, notwithstanding the difficulty there seems to be in the sense or the equity of this law.*[1]

ARTICLE XI.

If a ship that was freighted for a voyage is sent upon another longer than that, or upon several voyages, if there is no protestation or dissent entered against it, the freighter shall pay but half the damages, that may happen to the ship in such longer voyage or voyages.

ARTICLE XII.

If a mast, sail, or any other tackling is unfortunately lost, when the ship is under sail, or otherwise, the loss shall not be brought into an Avaridge; but if the master is obliged to cut his mast by the board, or spoil any of his tackling for the preservation of the ship, the bottom and the cargo shall make good the damage by an Avaridge.

ARTICLE XIII.

The master[2] shall not sell his ship nor any part of her tackling without the consent of the owners; but if he wants victuals, he may pawn his cables and cordage, always observing to have the advice of the mariners.

ARTICLE XIV.

The master, being in port, ought not to depart and set sail without the advice and consent of the major part of

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Article xi. in the Editio Princeps of 1505, is here omitted, so that this article corresponds with Art. xii. of the Gotland Sea Laws. See p. 65.

[1] *law*] This note has been inserted by the translator of the English version. There is an error in the quotation from the French version, as "freter," and not "frotter," is the proper reading.

[2] *The master*] This article corresponds with Article xv. of the Gotland Sea Laws, which is the first article of the second series of those laws, see p. 66.

the mariners; if he does, and there happens any loss, he is bound to make satisfaction.

## ARTICLE XV.

The mariners are obliged to the utmost of their power to save and preserve the merchandize, and, for doing it, ought to have their wages, but not otherwise. It is not lawful for the master to sell the ship's cordage without the consent of the owners or factors; but he is bound to preserve all, as much as in him lies, on pain of making satisfaction.

## ARTICLE XVI.

The mariners are obliged to save as much as they can, and the merchants may take away their goods, paying freight or satisfying the master; otherwise the said master may fit out his ship, if he can do it in a little time, in order to accomplish his voyage; if he cannot do it, he may relade the merchandize upon other vessels, bound for the port to which he was to carry them, paying freight for him.[1]

*There is some difficulty in this article also, and perhaps the error is in the French version, for we profess not to understand the Teutonick, and were forced to make use of the translation printed by authority at Roan.*[2]

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[1] *him*] The American version of this article, as printed in Peters' Admiralty Decisions, has adopted the reading of "them" for "him." There can be no doubt that Cleirac's French text, "en luy payant son "fret," is not grammatical, and the original German text requires "en "recevant son fret," in other words, the master may tranship the goods into a vessel hired by himself, receiving the freight for the entire voyage.

[2] *Roan*] This a note of the English translator. The edition of Cleirac's Us et Coutumes de la Mer, from which the English text has been translated, was published at Rouen in 1671, but not by authority.

### ARTICLE XVII.

The mariners shall not go out of the ship without leave of the master, on pain of paying the damage that may happen in their absence, unless it is when the ship lies ashoar moared with four cables. In such case they may go out of her for a little time, taking care not to transgress in it.

### ARTICLE XVIII.

A mariner being ashoar in the master's or the ship's service, if he shou'd happen to be wounded, he shall be maintained and cured at the charge of the ship; but if he goes ashoar on his own head to be merry, and divert himself, or otherwise, and happens to be wounded, the master may turn him off; and the mariner shall be obliged to refund what he has receiv'd, and besides to pay what the master shall be forc'd to pay over and above to another, whom he shall hire in his place.[1]

### ARTICLE XIX.

If a seaman falls ill of any disease, and it is convenient to put him ashore, he shall be fed as he was aboard, and have somebody to look after him there; and when he is recovered, be paid his wages; and if he dies, his wages shall be paid to his widow or heirs.

### ARTICLE XX.

If by stress of weather it is thought necessary to throw any goods overboard to lighten the ship, and the supercargoes or merchants aboard will not consent to it, the merchandize shall nevertheless be thrown overboard, if the rest of the people aboard think it safest to do so. In such a case, as soon as the ship puts into

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[1] *place*] This article is a very loose translation of Art. 20 of the Gotland Sea Laws, and is rather more harsh in its provisions towards the mariner.

port, a third part[1] of the mariners must go ashoar, and purge themselves by oath, that they were forc'd to do it for the preservation of their own lives, the ship, and the rest of the cargo. The merchandize so thrown overboard shall be brought into a gross Avaridge,[2] and be rated at the same price the other merchandize of the same sort, that was saved, was sold for.

### Article XXI.

Before the master throws any goods[3] overboard, he is bound, in the absence of the merchant, to ask the pilot and mariners advice, and the loss shall be made good by contribution; the ship and cargo being accountable towards it.

### Article XXII.

The master and mariners are obliged to shew the merchant the cordage that is used for hoising his goods in and out of the ship; if he does not do it, and there happens any accident, they shall stand to the loss; but if the merchant has seen and approved of it, the damage he sustains shall be borne by himself.

### Article XXIII.

If a ship is ill trimmed, and it happens that the wine she has aboard is lost through the master's ignorance or negligence in governing her, the said master is bound to pay for it; but if the mariners clear him upon oath, the leakage or loss shall be borne by the merchant.

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[1] *a third part*] This accords with the MSS. of Greifswald and of Husum. "Two or three" is the reading of the Editio Princeps of 1505.

[2] *Avaridge*] The concluding sentence of this article, which harmonises very closely with the text of the Greifswald and Husum MSS., suggests that the German text, which Cleirac had before him, belonged to that family.

[3] *goods*] This twenty-first article does not correspond with any article in any other version of the Laws of Wisbuy. Whence Cleirac derived it is not known.

## Article XXIV.

No man shall fight or give another the lie aboard. He who offends in this kind shall pay four deniers, and if he gives the master the lie, he shall pay eight deniers; but he who strikes the master shall pay 100 sols or lose his hand. If the master gives the lie, he shall pay eight deniers; if he strikes,[1] he ought to receive blow for blow.

*Per dignitatem injuriam perferentis, crescit culpa facientis. Salvianus, lib. sexto de Gubernatione Dei.*

*Lose his hand: This was a common punishment amongst the Scythians and the people of the North. Lucianus de Toxari. And also among those in the East. Harmonopulus de pœnis.*[2]

## Article XXV.

The master[3] may turn off a mariner for a lawful cause; but if the said mariner compensates for his fault, and the master nevertheless refuses to admit him again, the mariner may follow the ship to her destined port, and he shall be paid his wages, as much as if he had made the voyage in the same ship. If the master hires a less able seaman in his place, and there happens any damage by it, the master is to make good the loss.

## Article XXVI.

If a ship riding at anchor in a harbour is struck by another ship, which runs against her, driven by the wind

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[1] *strikes*] Cleirac's version omits to make the distinction which is made in the German versions, that the mariner is bound to support one blow from the master, and may only defend himself if the master strikes him a second time.

[2] *pœnis*] These notes are appended in Cleirac's version. He cites "Lucianus in Toxari," and "Har-"menopulus de Pœnis."

[3] *The master*] An article is here omitted which is found in all the mest ancient versions of the Gotland Sea Laws, and is the thirteenth of the original Judgments of the Sea, but it is omitted in Garcia's and Cleirac's Roole d'Olayron, see p. 84.

or current, and the ship so struck receives damage either in her hulk or cargo, the two ships[1] shall jointly stand to the loss; but if the ship that struck against the other might have avoided it, if it was done by the master on purpose, or by his fault, he alone shall make satisfaction. The reason is, that some masters, who have old crazy ships, may willingly lie in other ships way, that they may be damnifyed or sunk, and so have more than they were worth for them. On which account this law provides that the damage shall be divided, and paid equally by the two ships,[1] to oblige both to take care, and keep clear of such accidents as much as they can.

## Article XXVII.

A ship being at anchor in a harbour, where there is so little water that she touches, another ship comes and anchors near her; if the ship's company of the former vessel require those of the latter to take up their anchor, because it is too near them, and they do not do it, the former may take it up themselves; and if the latter hinders them, they shall make satisfaction for all the damage that may happen by that anchor.

## Article XXVIII.

No master[2] of a ship shall lie at anchor in a haven without fastening a buoy to his anchor, to give notice to others where it is. If he omits to do so, and any damage is sustained by it, he is obliged to make it good.

[1] *the two ships*] The version of this article, which Cleirac has adopted, according to which the damage is to be divided between the two ships, and not between the two ships and their cargoes jointly, is more consistent with the concluding sentence of the article, than the version on which the Editor has commented in p. 87, and which the text of MS. Horn, Vol. III., p. 21, also seems to countenance. See Art. lxx. below.

[2] *No master*] This article forms part of the preceding article in the earlier MSS., and in the Editio Princeps of 1505. See p. 89.

### ARTICLE XXIX.

In all voyages, where wine is the trade, the master is obliged to find the seamen with it, and then he may give them but one meal a day; but where it is not to be had, and the mariners drink water, he shall give them two meals a day.

### ARTICLE XXX.

When a ship is let out to fraight, the master ought to assign and shew the seamen where they are to have the stowage that belongs to them; and they must declare whether they will load it themselves, or will let the master fraight it with the rest of the ship, and be paid for their proportion.

### ARTICLE XXXI.

A ship being arrived at her destined port, those seamen who would be paid their wages there, if they have no chest nor bedding, or other moveables aboard equivalent to their wages, they must give the master security that they will serve out the rest of the voyage, and see it compleated, or he may refuse to pay them before.

### ARTICLE XXXII.

Those seamen, who bargained for a certain proportion of the ship's fraight instead of wages in money, in case fraight is not to be had for her, when she arrives at the port for which she was bound, and she must go further in quest of it, they must go with her; but those seamen who agreed to be paid in money, shall have their wages there.

### ARTICLE XXXIII.

When a ship is safe at anchor, the seamen may go ashore one after another, or two together, and carry

sufficient meat and bread with them for one meal, but no drink. Nor must they stay any long time ashoar; for if thro' their absence any damage happens to the ship or goods, they are obliged to make satisfaction. And if any one of the crew is wounded or comes by any other ill accident in doing the merchant's business, the merchant[1] is bound to cure him, and indemnify the master, pilot, and mariners.

### Article XXXIV.

A ship being let out to hire to a merchant to fraight her, and he agrees to load her in a certain time; if he fails and exceeds that time fifteen days or more, and by this means the master loses his opportunity to fraight his ship, the said merchant shall make him satisfaction for his delays, and shall pay his damages and interest, a quarter of which belongs to the mariners, and three quarters to the master.

### Article XXXV.

If the master being upon his voyage wants money, he must send home for it; but he ought not to lose a fair opportunity of proceeding: if he does, he shall satisfy the merchant for all the damage he may sustain by his delay; but in case of great necessity he may sell part of the merchandize, and when he arrives at his destined port, he shall pay the merchant for them at the same price the rest was sold at, and the merchant shall pay fraight as well for the merchandise the master sold, as for those he deliver'd him.

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[1] *the merchant*] This is a very different provision from that which the ancient MSS. sanction, namely, that, if any of the mariners hurt themselves from want of the help of their comrades, who are absent for their pleasure, such absent comrades are to bear the expense of their cure.

### Article XXXVI.

When the master[1] arrives in a port, he should be careful to place his ship well, to moar her well; for if by his neglect in this the merchandise aboard comes by any damage, he is obliged to make it good.

### Article XXXVII.

If a ship has been in a storm, and the merchant, master, or crew think she ought to be refitted, to enable her to continue her voyage, they may do it, and then proceed. However the master shall be paid his fraight for the goods saved, which are for the merchant's profit only. If the merchant has no money, and the master will not give him credit, he may take his merchandise in payment at the market-price.

### Article XXXVIII.

The master[2] shall not throw any goods overboard without first consulting the merchant; and if the merchant will not consent to it, yet if two or three of the most experienced mariners think it necessary, they may be thrown overboard, but the mariners must swear they thought it was expedient so to do. If there is no merchant or factor aboard, the master and major part of the mariners may resolve upon what is fit to be done.

### Article XXXIX.

The merchandise thrown overboard shall be valued in the Avaridge, at the price the rest was sold for, fraight only deducted.

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[1] *the master*] The omission of all reference to the duty of the pilot, which is carefully stated in the ancient MSS. of these laws, is suggestive of an alteration in the practice, at the time when Cleirac made his translation of them.

[2] *The master*] This and the six next following articles form one article, viz., the 41st, in the Editio Princeps of 1505.

### Article XL.

The master in the Avaridge shall pay his proportion for the goods thrown overboard, either by calculating what the ship is worth, or what the fraight amounts to, at the choice of the merchant; and the merchants shall pay his, according to the value of the remaining merchandize. It shall be left to the merchant to leave or take the ship at the price the master rated her at.

### Article XLI.

If any one has plate or merchandise of great price in his chest, he is bound to declare it beforehand, and so doing he shall be paid for his merchandize according to its worth, and the plate, after the rate of two deniers for one.

*There is something a little dark in this article, but it is as we found it in the French version; as is also what is obscure in others; and we excuse the translator, considering the Teutonick to be an untoward language to turn into French. We wish our readers may have as much tenderness for us.*[1]

### Article XLII.

If any one has money in his chest, let him take it out and carry it about him, and he shall pay nothing.

### Article XLIII.

If a chest is thrown overboard, and the proprietor does not declare what is in it, it shall not be reckoned in the Avaridge, but for the wood and the lock, if it is locked, according to their value.

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[1] us] The note appended to the text of Art. xli. has originated with the author of the English translation. The meaning of the passage would seem to be that as silver plate was of more than ordinary weight as regards its bulk, when compared with other goods, the owner of it should contribute or claim, as the case might be, twice as much as the other merchants in proportion to its value and the value of their goods. See p. 105.

### Article XLIV.

If it is thought convenient in any river, or off any dangerous coast, to take aboard a pilot of the country, and the merchant opposes it, yet if the master, the ship's pilot, and the major part of the seamen are of another opinion, he may be hired, and the pilot shall be paid by the ship and cargo as Avaridges are calculated for goods thrown overboard.

### Article XLV.

If a master[1] is reduced to straits for want of money or victuals, and for that reason forced to sell part of his merchandise aboard, or borrow money at bottomree, he ought to pay within fifteen days after his arrival for the merchandise at a reasonable price, neither the highest nor the lowest; and if he does not, and the ship be sold, and another master put in her, the merchant to whom the merchandize belonged, or the creditor that lent the money on bottomree, shall at any time within a year and a day have a good right to the ship, till satisfaction is made for the goods sold, or money borrowed.

### Article XLVI.

A ship[2] being loaded, the master ought not to take in any more merchandize without leave of the merchant; if he does, and there happens any occasion to throw goods overboard, he shall pay as much as he took in goods over and above the ship's loading; wherefore he

[1] *If a master*] An article, which is the forty-second in the Editio Princeps of 1505, and which occurs in all the German versions, has been omitted by Cleirac. It has reference to the master cutting away the mast from stress of weather. See p. 107.

[2] *A ship*] Another article, which is Art. 44 in the Editio Princeps of 1505, see p. 109, has been here omitted by Cleirac, and the present article is Art. 45 of Cleirac's edition.

ought, when he is lading, to declare how much goods he has and ought to have aboard.

## Article XLVII.

The seamen[1] are obliged to keep and watch the merchandize at the request of the merchants, master, and pilot.

## Article XLVIII.

If for the preservation of the commodity the seamen turn up the corn aboard, they shall be allow'd a denier a last for each time; and if they will not do it, they are liable for the damage that comes to it for want of it. They shall also be allowed a denier a last for unlading, and so for other merchandize.

## Article XLIX.

The mariners ought to represent to the master what condition their tackling for lading and unlading is in; that if the cordage is out of repair, or any other part of it, it may be mended. And if the master does not do it, he shall be accountable for whatever damage happens by that means; but if the mariners do not make their representation, the accidents that befall the. merchandize shall be indemnify'd at their expense.

## Article L.

If two ships[2] strike against one another and receive damage, the loss shall be borne equally between them, unless the men on board one of 'em did it on purpose, in which case that ship shall pay all the damage.

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[1] *The seamen*] The two preceding articles, namely, Art. 46 and 47 of the Editio Princeps of 1505, have been omitted by Cleirac, see p. 111. This article and the two next following articles form one article, viz., Art. 48, in the Editio Princeps, see p. 113.

[2] *two ships*] This article corresponds with Art. 49 of the Editio Princeps of 1505. See p. 117.

### Article LI.

To prevent all inconveniences, all masters of ships are requir'd to fasten buoys to their anchors, on pain of making satisfaction for all damage, that may happen for want of them.

### Article LII.

When a ship arrives at her port of discharge, she ought to be unladen with all possible dispatch, and the master to be paid in eight or fifteen days[1] at farthest, according to the circumstances of the voyage.

### Article LIII.

If a ship fraighted for one port enters another, the master, together with two or three of his chief mariners, ought to clear themselves upon oath, that it was by constraint and necessity that they went out of their way. After which he may proceed in his intended voyage, or ship the cargo aboard other ships,[2] paying freight for the goods, which the merchant shall also pay him, and what else is due on account of the merchandize.

### Article LIV.

It is forbidden to any mariner to go out of the ship and leave it after the voyage is done and the ship discharg'd, unless her sails are all in, her furniture taken away, and she is sufficiently lightened[3] of her ballast.

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[1] *eight or fifteen days*] This article combines two articles, viz., Art. 52 and Art. 53 of the Editio Princeps of 1505, but it combines them without due discrimination, and Cleirac has improperly substituted "fifteen "days" for "fourteen days." See p. 117.

[2] *other ships*] The 54th article of the Editio Princeps of 1505 provides for the case of the goods being sent inland at the cost of the master as regards the carriage, and of the merchants as regards the tolls. See p. 119.

[3] *lightened*] The English translator has misapprehended the meaning of the word "leste," which occurs in Cleirac's version, and which he has rendered by the English word "lightened," whereas it means "ballasted," from the French word "lest" (ballast), that is, furnished with sufficient ballast to keep

## Article LV.

If a ship strikes, the master may take out part of his cargo, and relade it aboard other ships,[1] and the charges of it shall come into a general Avaridge upon ship and goods. However, the master and two or three of his seamen shall purge themselves upon oath, that they were forced to do it to save the ship and cargo.

## Article LVI.

When a ship arrives at the mouth of any river or harbour,[2] and the master finds she is too heavy loaden to sail up, he may put part of the cargo aboard hoys, lighters, or barges, and an Avaridge shall be made for it, of which the master shall pay two thirds, and the merchant one third; but if, after the ship is entirely discharg'd, the ship draws too much water, and cannot sail up, then the master shall pay all the charges.

## Article LVII.

The merchandize being put aboard lighters, in order to be landed, if the master has any jealousy of the merchant's ability or honesty to pay him, he may stop it at his ship's side, and refuse to let it go, till the merchant has paid him in full for his freight and charges.

## Article LVIII.

All lighters, open or close, shall be discharged in five days.[3]

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her upright. This article corresponds with Art. 55 of the Editio Princeps, p. 119.

[1] *other ships*] This reading is a variation from the Editio Princeps, which provides for the case where the ship takes the ground, and it becomes necessary to discharge some of her cargo into lighters or barges in order to float her off.

[2] *any river or harbour*] This reading is a departure from the original text, see p. 121.

[3] *five days*] Cleirac reads "five "working days." The Editio Princeps adds "after their arrival in "port." The MSS. of Greifswald and Husum read "after they have "left the ship."

### Article LIX.

When a ship is at anchor before an harbour with which her pilot is not well acquainted, the master ought to hire[1] one at the place to carry his ship into it, who shall be paid by ship and cargo.

### Article LX.

When a ship is in an harbour or river, and the master does not know the coast nor the river, he ought to take[2] a pilot of that country to carry her up the river or harbour, which pilot shall be maintain'd by the master, and paid by the merchant,

### Article LXI.

If a seaman deserts his ship, and carries away what he has received of the master, and the master apprehends him, the fact being proved upon him by the depositions of two other seamen, he shall be condemned to be hanged, and executed.

### Article LXII.

If a master discovers that a mariner is infected with any contagious distemper,[3] he may put him ashoar on the first land he makes, without being bound to pay him any wages, provided the case be proved by the attestations of two or three of the other mariners belonging to the ship.

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[1] *ought to hire one*] Art. 60 of the Editio Princeps of 1505 provides for the payment of the pilot in such a case, but does not authorize his employment in such absolute terms.

[2] *he ought to take*] The Editio Princeps treats the employment of a pilot in such a case as a contingency, not as an obligation. See p. 123.

[3] *a contagious distemper*] There is a discrepancy in the text of the Editio Princeps of 1505, which couples the original words "quadem "fayte" with "misdaet" or misconduct. The Dutch version, published at Amsterdam in 1588, reads, "met quade dinghen," "with a bad "thing," which Kuricke holds to signify "a bad disease."

ARTICLE LXIII.

If a pilot or mariner buys a ship, or is made master of one, he shall be discharged from his own master, paying him back what he receiv'd of him, and it shall be the same, if he marries.[1]

ARTICLE LXIV.

If the master,[2] merchant, and owners have any difference, and the owner will not furnish their quota of the charge of the outset, the master may nevertheless proceed on his voyage or voyages with the said ship, paying the seaman what he thinks reasonable.

ARTICLE LXV.

If the master lays out any money in repairing or refitting his ship, or buys any tackling, or any thing else for her use, he shall be reimburs'd, and every owner pay his part.

ARTICLE LXVI.

If the merchant obliges the master to insure[3] the ship, the merchant shall be obliged to insure the master's life against the hazards of the sea.

ARTICLE LXVII.

If two ships strike against one another, and one of them unfortunately perishes by the blow, the merchandize that is lost out of both of them shall be valued and

[1] *marries*] This contingency is the subject of a separate article in the Editio Princeps. See p. 125.

[2] *the master*] This and the five next following articles are not in the most ancient MSS., nor in the Editio Princeps of 1505, but they are found in the MSS. of Greifswald and of Husum, the former of which M. Pardessus regards as the type of the second family of MSS. They are also found in several editions of the Usages of Amsterdam.

[3] *to insure*] This translation is calculated to mislead the reader. Cleirac has "bailler caution," which is a proper translation of the German text, "Borge setten," sponsionem dare, fidejubere, to give security for, to become surety for. The sense of the article would seem to be that in case the master has to give security or to be surety for the ship, the owners are bound to give security or to be sureties for his life. Cleirac refers to the Guidon de la Mer, ch. xvi., art. 5, as illustrating the practice.

paid for *pro ratâ* by both owners,[1] and the damage of the ships shall also be answer'd for by both according to their value.

### Article LXVIII.

In case of necessity [2] the merchant may sell part of the merchandize to raise money for his ship's use, and the ship happening to be lost afterwards, the master shall however be obliged to pay the merchant for the said merchandize so sold, without pretending to deduct any thing for the fraight.

### Article LXIX.

When the master is forc'd to sell any of the merchandize, he is obliged to pay the same price for them, as the same goods were sold for at the market [3] for which they were designed, and the master shall be paid his fraight for what goods are sold.

### Article LXX.

If a ship [4] under sail does damage to another, the master and mariners of the ship doing the damage must swear they did not do it designedly, and could not help it, and then the damage shall be born by both ships in equal proportion; and if they refuse to swear, the damage shall be paid by the ship that did it.[5]

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[1] *by both owners*] These words are not in Cleirac's version, but the original Dutch text of the article, which is Article 32 of the Usages of Amsterdam, implies that the loss of merchandise is to be borne pro ratâ by the owners of both cargoes.

[2] *necessity*] This article is the thirty-third of the Usages of Amsterdam, with this variation, that the Dutch text provides also for the valuation of the merchandise so sold, that it shall be estimated at the cost price.

[3] *market*] In this case another principle of valuation is adopted, as the vessel has arrived at its destined port.

[4] *a ship*] This article is nearly identical with Article 65 of the Editio Princeps. See p. 125.

[5] *did it*] The Editor has retained some old forms of spelling in the Sea Laws, such as ashoar, moar, avaridge, hoising, fraight, damnifyed, woud, indemnifyed, which are characteristic of the period, when the translation was made.

# CODEX LIVONICUS.

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## CODE OF THE TEUTONIC ORDER OF LIVONIA.

# CODEX LIVONICUS.

In dem Jare [1] uns heren M°.CCLIIII, Do leten de heren unde Radmanne van Lubecke to samende Schriven Jura umme sundergher bede willen erer vrunde, also des erliken mesters unde brodere des dudesschen ordens van lyflande, welke jura bestediget unde den van lubeke gegheven synt van deme irluchtigesten vorsten unde buwere der Stat lubeke, also Henrico hertoge van der Sweynie Bavarie Saxonie Angarie unde Nordalbyngie, unde dar na van dem eren riken Heren Romeschen Keysere Frederico up dat nye bestedighet unde mit sinen privelegien gesterket, Vort dar na van koningen vorsten unde heren bevulbordet unde to gelaten, unde up dat leste van dem claren heren unde vorsten Romeschen Keysere Frederico de andere priveligeirt unde to ewigen tiden mit siuen gulden jugesegele der Stat van lubeke bestediget unde gevestet to ewighen tiden brukende. Her umme de Jura in dessem boke umme leue willen der vorschreuen heren mesters unde brodere des dudesschen ordens van lyflande unn der Stat Memelenborch, also se uns gegheven syn unde unsen inwonneren, so gheven wy unde senden se ju vortan to brukende unde to holdende to ewigen tiden, unde alle den, de desse Jura willen holden, den si vrede unde vroude in dem heren jhesu Christo, den lof und ere unde glorie to ewigen tiden, Amen.

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[1] *In dem Jare*] This Preamble is almost identical with the Preamble of the Laws communicated in A.D. 1235, by the civic authorities of Lubeck (de Heren unde Ratmanne to Lubecke), to their friends and neighbours, the councillors of Oldenburg, which is printed in Westphal's Monumenta Inedita rerum Germanicarum, tom. iii., p. 619.

# CODE OF THE TEUTONIC ORDER OF LIVONIA.

In the year[1] of our Lord MCCLIIII., when the Lord Senators of Lubeck had the Laws collected in writing at the special request and desire of their friends, to wit, the worthy Master and Brethren of the Teutonic Order of Livonia, which Laws were confirmed and granted to the inhabitants of Lubeck by the most Illustrious Prince and Founder of the City of Lubeck, to wit, Henry, Duke of Suevia, Bavaria, Saxonia, Angaria, and Nordalbingia, and were next afterwards confirmed and corroborated with privileges by the Honoured Lord the Roman Emperor Frederick, and were further afterwards approved and confirmed by Kings, Princes, and Lords, and were lastly privileged and confirmed to the City of Lubeck for everlasting time by the noble Lord and Prince the Roman Emperor Frederick II. with his golden seal, and established to be observed for everlasting time. Wherefore we give and send forth the laws in this book at the loving desire of the above-written Lords, the Master and Brethren of the Teutonic Order of Livonia and of the City of Memel, as they have been given to us and to our inhabitants henceforth for them to observe and to maintain for everlasting time, and to all those, who will observe these Laws; to them be peace and gladness in the Lord Jesus Christ, to whom be praise and honour and glory for ever. Amen.

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[1] *the year*] Reference has been made to this Collection of Lubeck Laws in a note to page 61, as of the date of A.D. 1348, which is the date of a later collection of laws compiled under the direction of Thideman Gustrow, burgomaster of Lubeck in that year, and of which two copies exist in the archives of the city of Lubeck.

## VAN SCHEPES LUDEN.

ART. 1. Wor en scipper[1] wynnet enen sturman edder enen letsagen edder enen schepes knapen, deme synt se to rechte schuldich syne reyse wol to donde, also se eme ghelouet hebben. Welker en dat deme scipheren nicht holden wolde, de schal deme scipheren dat gannse lon wedder gheven, dat he up gebort heeft, edder upboren noch schal, unde dar to scholen se eme gheven van erem eghenen gelde halff so vele, als em ghelouet was. Ok so en schal nen sciphere nenes anderen sturmans edder letsagen edder synen scipman untwynnen, were yement de dat dede, de schal den van sik laten, unde don den wedder deme manne de ene to deme ersten gewonnen hedde, unde schal eme beteren mit so vele geldes also ene de erste ghewonnen hedde, edder he schal dat mit syneme rechte beholden dat he des nicht en wiste, dat he en erst ghewunnen hedde, unde de ghewunnen man schal deme scipheren syne reyse vul doen, unde syne misse dat he sik twen heren heft vormedet, vortmer lichtet an deme heren des schepes wat he em gheven wil van sinem lone, wente he syn lon to rechte verloren heeft dar mede, dat he sik twen heren vormedet heeft. (Codex Livonicus, Art. CCXIV.)

## VAN SCHIPLUDEN.

ART. 2. Isset ok sake dat en sturman edder en letsaghe edder en scipman sik bestedighet, unde he synes amptes nicht en kan, machmen ene dar ynne vorwynnen mit den jenen de bynnen der bort synt, he schal deme scipheren syn gelt wedder gheven,

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[1] *Wor en scipper*] The Editor has numbered these articles for facility of reference with Arabic numerals, in accordance with the order which is assigned to them in the Gotland Sea Laws. They are intermingled in the Codex Livonicus with a variety of laws on other subjects, the order of which has been determined without any regard to their subject-matter. See Introduction.

## Of a Ship's Crew.

Art. 1. When a master[1] hires a mate or a pilot or a seaman, they are bound by law to complete their voyage, according as they have engaged themselves. Whoever does not so, he is to pay back to the master all the wages, which he has received, or shall have to receive, and in addition shall pay to him of his own money half as much as he was engaged for. Further, no master shall entice away another's mate or pilot or seaman. Should it be that any one has done this, he shall give him up and restore the man to him to whom he was first hired, and shall compensate him with as much money as he engaged him for, or he shall affirm with his oath that he did not know that he first hired him, and the hired man shall complete for that shipmaster his voyage, and for his misconduct that he had engaged himself to two masters it further rests with the master of the ship what he will give him of his wages, since he has lost his right to the wages for which he was hired, since he has engaged himself to two masters.[2] (Code of 1254, Art. ccxiv.)

## Of a Ship's Crew.

Art. 2. Further, should it be the fact that a person has affirmed himself to be a mate, or a pilot, or a seaman, and he knows nothing of his duty, if one can convict him thereof by two of those who are on board, he shall give back to the master his money, and in addition thereto

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[1] *When a master*] The first six of these articles are peculiar to the Livonian Code of 1254, and they correspond to the first six articles of the Gotland Sea Laws. The place which they occupy in the Livonian Code is noted at the end of each article. See Introduction.

[2] *two masters*] This and the five following articles are arranged in consecutive order in the Livonian Code, in which they are inserted in the midst of articles which have no reference to maritime matters.

unde dar to halff also vele van synen eghenen gelde, also he emo to lone ghegheven hadde, edder gheven scholde. (Codex Livonicus, Art. CCXV.)

VAN SCHIPMANS.

ART. 3. Off bynnen der haven mach en sciphere synes schypmannes warden los mit halven lone, unde buten der havene mit ganseme lone, also vere alse he eme nene broken bewysen en mach. (Codex Livonicus, Art. CCXVI.)

VAN SCHIPLUDEN.

ART. 4. Ok so en schal nemen slapen uppe deme lande ane des scypheren orloff by twen groten tornoysen, ok en schal den bot edder den enspinck nement voren van deme koggen by nachtiden sunder des schipmans orloff by twen groten tornosen. (Codex Livonicus, Art. CCXVII.)

VAN SCIPHURE.

ART. 5. Ok schalmen gheven van der Schone vart als van eyner juweliker last swares vere penninge in unde vere pennynge ut, unde van ener last ledigher tunner eynen pennynck in unde eynen pennynck ut, dat de schipman vorarbeydet in unde ut vor ere arbeit.[1] (Codex Livonicus, Art. CCXVIII.)

VAN SCIPLUDEN.

ART. 6. Ok en schal nement den scipheren, wen ere gherichte is to der Herenwik edder to Travenmunde to seghelende synen sturman, edder synen letsaghen, edder

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[1] *arbeit*] The Gotland Sea Laws, and the early MSS. of the Lubeck Laws of the xivth century have the reading "winnegelt," "hoisting "money."

half as much of his own money, according as he has given him money on account of wages, or should have to give it. (Code of 1254, Art. CCXV.)

### Of a Seaman.

Art. 3. Further, within the port a master may dismiss a seaman with half his wages, and without the port with all his wages, provided he cannot prove against him any breach of duty. (Code of 1254, Art. CCXVI.)

### Of a Ship's Crew.

Art. 4. Further, no one shall sleep on shore without the leave of the master under a penalty of two groats[1] of Tours. Further, no one shall cast off the boat or the skiff from the ship during the night without the master's leave under a penalty of two groats of Tours. (Code of 1254, Art. CCXVII.)

### Of the Ship's Pay.

Art. 5. Further, there shall be paid by a vessel from Scania for every heavy last four pennies to load and four pennies to unload, and for every last of light barrels one penny to load and one penny to unload, that the seamen may be employed in loading and unloading for their work. (Code of 1254, Art. CCXVIII.)

### Of the Ship's Crew.

Art. 6. Further, no one, when the master is intending to sail at Herenwik or at Travemunde, shall take out his mate or his pilot or his seaman from on board

[1] *groats*] The term "groat" as here used has a different meaning from that of the English coin so named. The silver money coined at Tours by St. Louis on his return from the Crusade, was called a "gros" in French, and "ein groschen" in German, as being a large coin in comparison with other current silver coins.

synon schipman nemen ut der vart, umme schult willen, de he schuldich is; den is des synes wert unde wat in dem schepe is, dat schalmen ut antwerden by sworen eden unde syne scholt, dar mede to betalende, unde de jenne, de ghewonnen is, de schal syne reyse holden, also dat ghelouet is, unde des schal de schyphere en richten syn. (Codex Livonicus, Art. CCXIX.)

### VAN GUDE.[1]

ART. 7. Item,[1] weret dat jenich gud in der tijt der not und umme stormes willen worde geworpen ute deme schepe in de zee, dat gud sal betalet werden, alse erbare manne spreken, dat id gelden moge in sodaner stede, dar he dat gud voren wolde to vorkopende. Unde, ock dat schip unde alle dat gud, jme schepe is beholden, dat sal man werdigen, unde solk erbene gud gentzliken wert ut geworpen, de is deme schipperen dat schiplon plichtich, dat is geheten schiplage, gelick effte he sin gut beholden hedde. (Codex Bibliothecæ Regiæ Hafniensis, No. 3123, sæc. xv.)

### VAN SCHEPEN TO HURENDE.

ART. 8. Wint en man[2] en ship van deme anderen dat he des bruke to somerdaghen, de somer nimt enen

[1] *Van Gude*] This article, which forms the seventh article in the earliest MSS. of the Gotland Sea Laws, is not found in any extant collection of Lubeck Laws, and the only edition of the Gotland Sea Laws, in which it is printed, is the Copenhagen edition of A.D. 1505. No article of a corresponding purport occurs in Brokes's Latin version of the Jus Wisbycense Maritimum, in which the next following article forms the seventh article, nor in the French version of Les Ordinances de Wisbuy published by Cleirac in "Les Us et "Coutumes de la Mer."

[2] *Wint en man*] This article, which corresponds with the eighth article of the Gotland Sea Laws, is not found in the Codex Livonicus, but it is the 216th article of the Code of Lubeck Laws published by Westphal in his Monumenta Inedita Rerum Germanicarum, tom. iii., p. 638, and which he describes as Codex Juris Lubecensis Antiquissimus Vernaculus in membranis exaratus, A.D. 1240, ex authentico, qui etiamnum adservatur in Cancel-

on account of a debt, for which he is liable; if there is anything of his on board the ship, that shall be given up (to the creditor), upon his swearing to the debt, to pay the debt. And he who has been hired shall perform his voyage, according as he has been engaged, and of this the master shall be the judge. (Code of 1254, Art. CCXIX.)

### OF GOODS.[1]

ART. 7. Likewise, should it be that any goods in time of need and by reason of a storm are cast overboard out of the ship into the sea, those goods shall be paid for as experts shall say that they would be worth in that place to which the goods were to be carried to be sold. And they shall also value the ship and all the goods, which are saved in the ship, and he, to whom such goods cast overboard belonged, is bound to pay to the master freight, which is called ship-carriage, alike as if he had saved his goods.

### OF SHIPS TO HIRE.

ART. 8. If a man[2] should hire a ship from another, that he should keep it during the days of summer, the sum-

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[1] *Goods*] The Editor has inserted the seventh article of the Gotland Sea Laws in this place in order not to leave a gap in the series of articles, but he is unable to suggest with any confidence the source, whence this article has been derived, as it does not occur in any known MS. of the Lubeck Laws.

[2] *If a man*] The Kiel MS. of A.D. 1337, the articles of which, as far as they go, correspond with the articles of the Lubeck Codex of A.D. 1240, ends with Art. 215 of the latter MS., so that this article has no place in the Kiel MS. It is possible that the Kiel MS. may have been copied from an original MS. of an earlier date than the Lubeck Codex of A.D. 1240, as the text of it differs in several minor points from the text of the latter MS.

ende to sunte Martens daghe, kumt he den in de havene, dar he dat schip wan, so is it ledich deme, dar het van hadde wonnen. Is aver he den ne to sunte Mertens daghe anders wor, it si in der see ofte in ener havene, also dat he wil jo keren dhar, dar he dat schip wan, so is he ane vare, bet also lange dat he komen moghe dar dar he dat schip hadde wunnen. (Codex Juris Lubecensis Antiquissimus Vernaculus, A.D. 1240, Art. CCXVI.)

### Van enem Prame.[1]

Art. 9. De enes anderen praem nemet sunder synen willen, unde up de Travene mede vert, wil he dat vorderen de jenne des de prame is, de ander mot em hure gheven, unde wil over dat claghen de ander mot dat betren mit v. sz. edder iiii. sz. (Codex Livonicus Art. XCVI.)

### Van Scholt to vorderen.

Art. 10. Wor en komet umme scholt to vorderende in en scip edder ander sake, unde claget vor den scipheren unde vor den luden de in deme schepe synt, unde richtet den schippere mit den luden deme cleghere na schiprechte, de clegere en dorff sik nicht

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Iuris Civitatis Lubecensis descriptus. It agrees also verbatim, excepting as regards slight variations in the spelling, with Art. ccxii. of the Code of Lubeck Laws compiled by Albrecht von Bardewic, Chancellor of Lubeck in A.D. 1294, and which has been published by Dr. J. F. Hack, in his Alte Lübische Rechte, Lübeck, 1839.

[1] *Prame*] This appears to have been one of the earliest Laws of Lubeck, and was probably one of those sanctioned by Duke Henry the Lion in 1158. It is included in the Latin collection of laws communicated in A.D. 1243 by the consuls of Lubeck to the magistrates of the city of Tonning in Jutland, as the laws granted to the city of Lubeck by Henry Duke of Suevia, Bavaria, Saxonia, Angaria, and Nordalbingia, and of which the text, copied from the original MS. preserved in the Court House at Tonning, has been published by Westphal in his Monumenta Inedita Rerum Germanicarum, vol. iii., p. 619. The article is the 57th article in the Codex Tunderensis and is entitled De Dromone.

mer comes to an end on St. Martin's day, should he come then to the haven where he has hired the ship, it shall be given up to him from whom he has hired it; should he, however, be elsewhere on St. Martin's day, whether it be on the sea or in a haven, so that he cannot help it, he is free from blame, until he can arrive there where he has hired the ship. (Westphal's Code of Lubeck Laws of A.D. 1240, Art. CCXVI.)

### OF A PUNT.[1]

ART. 10. Who takes another's punt without his consent, and goes out with it on the Trave, if he demands it, to whom the punt belongs, the other must pay him for its hire, and if he in addition claims it, the other must compensate him with five or four shillings. (Code of 1254, Art. XCVI.)

### OF DEMANDING A DEBT.

Art. 10. Where one comes on a board a ship to demand a debt or something else, and claims it before the master and before the crew, who are on board the ship, and the master with the crew adjudges on the

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[1] *a Punt*] The term "pramo" has been translated "skiff" where it occurs in Art. 56 of the Gotland Laws. The modern German word "prahme" is rendered in Flugel's Dictionary by the English "flat-bottomed boat." The old Saxon word "prame" seems to have been derived from the Latin word "promo," a medieval corruption of "promptuario," as may be inferred from a Latin version of this law communicated by the magistrates of Lubeck to the citizens of Dantzic in 1263. De promone. Si quis promptuarium vel navim alterius acceperit et in travenam cum ea perrexerit, si dominus navis vult prosequi, ille qui accepit solvit ei hure, sed si vult conqueri, iiii$^{or}$. sol. componet. The text of the "Codex Dantiscensis of 1263" which is preserved in the Library of the University of Gottingen, has been recently published by Dr. J. Fr. Hach, in his work Das Alte Lübische Recht. Lubeck, 1839.

anders mer uppe tuge beropen, men he mach ghencten der besten tuge, de he in deme schepe hebben mach. (Codex Livonicus, Art. XXI.)

### VAN TUGHEN.[1]

Likerwys is id umme tuge vor to bryngende buten lande. (Codex Livonicus, Art. XXII.)

### VAN GUDE.[2]

ART. 11. Wor lude synt in waters not, unde ere gut vorwerpert, dat gud mot dat scip unde de lude in deme scepe synt, der dat gud ere was, na marketale gelike to samende gelden, wen se komen in de havene dar se denken to komende. (Codex Livonicus, Art. XXVI.)

### VAN SCHIP MEDE.

ART. 12. Welk man en schip meedet to eyner beschedenen tyt, dat schip mach he noch vorsetten noch vorkopen nemende, also dat id moghe stede syn, ok nicht anders mede don den allene dat he id mach verhuren syne beschedene tyd. (Codex Livonicus, Art. LXXII.)

### VAN SCHEPE HURE.

ART. 13. Wor eyn man syn schip luden deyt unde verhuret, unde dat licht to schepende na der lude willen, weret denne also dat dat schip to breke in der reyse, de schepe lude scholen hem gheven halve schepevrucht. (Codex Livonicus, Art. LXX.)

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[1] *tughen*] This, which is a separate article in the Codex Livonicus, forms part of the preceding article in the MS. of the Gotland Sea Laws.

[2] *Van Gude*] This article is article lxxxviii. of Westphal's Code of 1240, with the text of which the earliest MS. of the Gotland Laws more closely agrees. This article, equally with the seventh preceding article, is omitted in most of the versions of the Gotland Sea Laws.

claim, the claimant is not obliged to produce others as witnesses, but he can produce the best witnesses that he can find in the ship. (Code of 1254, Art. XXI.)

### Of Witnesses.

Likewise it is with witnesses to be produced in a foreign land.[1] (Code of 1254, Art. XXI.)

### Of Goods.

Art. 11. Where persons are in distress of weather and their goods are cast overboard, the ship and the persons in the ship, to whom those goods belonged, must together pay for those goods equally in proportion, when they arrive at the haven at which they intend to arrive. (Code of 1254, Art. XXVI.)

### Of Ship Hire.

Art. 12. When one engages a ship for a definite time, one may not hypothecate or sell it to any one in order that he may navigate it, nor may one do anything else with it than sublet it for the definite time. (Code of 1254, Art. LXXII.)

### Of Ship Letting.

Art. 13. When a man lets and hires out his ship to certain parties, and he takes her out to sea according to the directions of those parties, should it be that the ship is wrecked on her voyage, the parties who have hired the ship shall pay him half the ship's freight. (Code of 1254, Art. LXX.)

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[1] *in a foreign land*] Literally, beyond or without the land.

### VAN ENER MAST.[1]

ART. 14. Wormen verlust eyne mast edder en segel in der seghelinghe van unghelucke, wegen des en dorven nicht gelden de in deme schepe synt, men wert dar dorch not willen de mast ghehouven unde gud verworpen, so schal dat scip unde de lude, de dair ynne synt, alle gelike dat ghelden na marktalen, unde de schippher schal syn deel ok gelden.[2] (Codex Livonicus, Art. LXXXVIII.)

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[1] *Van ener Mast*] The Codex Livonicus comprises altogether two hundred and forty articles, of which nineteen only are on the subject of maritime law. Of these nineteen articles thirteen appear to have been incorporated amongst the Gotland Sea Laws, and form twelve out of the first fourteen articles of those laws. The articles of the Codex Livonicus which have not been so incorporated are: Art. lxix. Van Schepe Schaden. Art. lxx. Van Schepe hure. Art. lxxii. Van Schepe Mede. Art. lxxiv. Van Schepen to der Stad. Art. lxxxii. Van Schepen to vorsettende. Art. cxi. Van Schepen.

[2] *gelden*] There is a MS. collection of laws preserved in the Senate House at Segeberg, in Holstein, which has precisely the same preface as that of the Codex Livonicus, as if it had been copied from the Code drawn up in 1264 by the Senators of Lubeck for the master and brethren of the Teutonic Order. The Segeberg MS. is undoubtedly more modern than the MS. of the Codex Livonicus, which is preserved in the Library of the University of Gottingen, and it does not contain all the articles comprised in the latter MS. It deserves, however, remark that it does contain all the articles of the Codex Livonicus, which are incorporated in the Gotland Sea Laws, to the exclusion of those enumerated in the preceding note as not so incorporated, with the exception of Art. cxi. On Ships, which is Art. 89 of the Segeberg MS. The articles of the Segeberg MS. have been printed in the Corpus Statutorum Provincialium Holsatiæ, edited by von Cronhelm.

## OF A MAST.[1]

ART. 14. When a man loses a mast or a sail in sailing from ill luck, those who are on board the ship are not obliged to pay for it; but if he has cut his mast down or cast goods overboard from necessity, the ship and the persons who are on board shall pay all alike, in equal proportion to the values of their interests, and the master shall further pay his share. (Code of 1254, Art. LXXXVIII.)

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[1] *Of a Mast*] This article corresponds in its general provisions with Article clii. of the ancient Code of Lubeck Laws of 1240. The same may be said of articles ix., x., xi., xii., and xiii., which correspond in their general provisions respectively with articles lxxxiv., lxxxviii., xcvii., articles cvi. and cxxxii., and article clii. of that code. It has already been observed, p. 289, that the six first articles of the Gotland Sea Laws have no counterpart except in certain articles of the Livonian Code; it may also be observed that the ninth and five next following articles of the Gotland Sea Laws are almost identical in their substance and phraseology with other articles of the Livonian Code, so that there is a reasonable presumption that twelve out of the first fourteen articles of the Gotland Sea Laws were derived from the Livonian Code, or from a corresponding code of laws supplied by the senators of Lubeck to their friends in Gotland. Whence the seventh article of the Gotland Sea Laws was derived is not known. The eighth article of those Sea Laws corresponds in substance with Article ccxvi. of the Lubeck Laws of 1240, according to the MS. preserved in the Chancery Archives at Lubeck, which Westphal copied; but the phraseology of the eighth article varies in some respects from the text of that MS., and it may have been derived from some other MS. of Lubeck Laws, of which no direct record is preserved. The Codex Livonicus has found a resting place in the archives of the Library of the University of Gottingen, having been presented to it by Syndicus Dreyer in 1798, but how or whence Dreyer procured it, is not known.

# CODEX BRUGENSIS.

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## THE PURPLE BOOK OF BRUGES.

# CODEX BRUGENSIS.

Dit es de coppie van den Rollen van Oleron van den vonnesse van der zee.[1]

15. § i. Eerst[2] dat men maect enen man meester van enen scepe, tscip behoort ii. mannen of drie, tscip vaert uten lande danen het es, ende comdt ter Sluus, of te Bordeus, jof te Rochele, jof elre, ende es ghevrecht omme tseilne in vreimden lande, de meester ne mach niet vercoopen tscip, hine hebbe procuracie vanden heeren, maer heeft hi to doene van vitaelgen, hi mach wel lecghen enicghe vanden ghetawe te pande, bi rade vanden ghezellen van den scepe; ende es tvonnesse.

16. § ii. Een sciip es in ene havene licghende ombeidende tiid ende wind, ende alst van danen varen zal, die meester es sculdich raet te nemene met den ghesellen, ende zecghende, ghi heeren, wii hebben wind tseilne, enicghe ziinre die zecghen, die wind es niet goed, ende enicghe die zecghen, die wint ende weder es

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[1] *der zee*] This title is prefixed to the following twenty-four articles, which are contained in a MS. known as the "Purperen Bouc," or the Purple Book, preserved in the archives of the city of Bruges, and in which are entered a series of charters, customs, and treaties, the dates of which extend from 1289 to 1440.

[2] *Eerst*] The Arabic numerals show the place which each article occupies in the MS. of the Gotland Sea-Laws. The Roman numerals denote their order and place in the Bruges MS., in which, however, the articles are not distinguished by numbers. See Introduction.

# THE PURPLE BOOK OF BRUGES.

This is the copy of the Rolls of Oleron of the Judgments of the Sea.[1]

15. § i. First, when a person is made master of a ship, the ship belongs to two persons or three, the ship sails from the country of which it is, and comes to Sluys or to Bordeaux, or to Rochelle,[2] or to another place, and is freighted to sail to a foreign country, the master may not sell the ship, if he has not a procuration from the owners, but if he has need of victuals,[3] he may well lay to pawn some of the tackle by the advice of the company of the ship; and this is the judgment.

16. § ii. A ship is lying in a haven waiting for its time and wind, and before he shall sail thence, the master is bound to take counsel with the ship's company, and to say, Sirs, we have a wind to sail, some there will be who say the wind is not good, and others who say

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[1] *Judgments of the Sea*] These Sea Laws are a Flemish version of an early text of the Rolls of Oleron, which does not agree in some respects with either the Gascon or the Breton text. It has, however, a greater affinity to the Gascon text, whilst it is free from some errors which are found in the Guildhall MSS. It is a valuable addition to the literature of the Oleron Sea-Laws, and throws light upon some obscure passages both in the Gascon and the Breton texts. The writing of the Sea-Laws is of the latter half of the fourteenth century (1350–1380).

[2] *to Rochelle*] This reading accords with the text of the Gotland Sea Laws which the Editor has adopted after the Copenhagen MS., No. 3123 (A), see p. 66. The Editio Princeps of 1505 adds "Lisseboen" after "Rotzeel."

[3] *victuals*] This reading is peculiar to the Flemish and German versions of these Judgments, and is adopted in the Gotland Sea Laws. See Vol. III., p. 4.

scone ende goet, die meester es sculdich te acoordeirne metter meeste menichte van den ghezellen, ende dade hi anders, hi es sculdich tscip ende die coopmanscepe goed te doene ende te betaelne, heist dat zy verloren ziin; ende dit[1] es tvonnesse.

17. § iii. Een scip breict in enich land, te wat steden dat es, die sciplieden ziin sculdich te behoudene so zii meest moghen, ende heist dat zii helpen den meester, hi es hem sculdich haren dienst, ende heist dat hi gheen ghelt en heift, van dat zii helpen behouden, hi esse sculdich weder tharen lande te bringhene, ende ne helpen zii hem niet, so ne es hi hem niet sculdich, ende zii zullen hare huere verliesen, als tscip verloren es, ende die meester en mach tghetauwe niet vercoopen, hine hebbe beveilnesse of procuracie vanden heeren, maer hi esse, sculdich te lecghene jn behoudene hand tote[2] wille vanden heeren, ende dit te doene also noyaellike[3] als hi mach, ende dade hi anders, hi eist sculdich te beterne; ende dit es tvonnesse.

18. § iv. Een scip dat vaert jof sceedt van der Sluus jof van andren steden, het ghevalt[4] dat breict, mes[5] sculdich te behoudene, als men meest mach, van de winen ende van andre scipwaere,[6] die cooplieden ende

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[1] *dit*] The MS. is here injured, but the proper reading is evidently the word "dit."

[2] *tote*] Both Warnkönig and Pardessus read "toters" here in place of "tote."

[3] *noyaellike*] Warnkönig renders this word in French, loyalement.

[4] *ghevalt*] The "t" is partly erased.

[5] *mes*] Warnkönig holds this word to be a contraction of "men "es."

[6] *scipwaere*] The first syllable of this word is partly erased. Warnkönig reads "scipware." Slyter prefers "coopwaere," which M. Pardessus has adopted, Lois Maritimes, tom. iv., p. 21. Either word is of equivalent import.

the wind and weather are fine and good, the master is bound to accord with the greater number of the ship's company, and should he do otherwise, he is bound to make good and to compensate for ship and goods, if they should be lost;[1] and this is the judgment.

17. § iii. Should a ship be wrecked in any country, in whatever that may be, the ship's crew are bound to save the most they can, and should they help the master, he is bound,[2] to them for their services; and should he have no money, from that which they have helped to save he is bound to convey them back to their country; and should they help him not, he is then not bound to them, and they shall lose their wages, since the ship is lost, and the master may not sell the tackle of the ship, unless he has permission or a procuration from the owners, but he is bound to deposit it in safe hands, at the call of the owners,[3] and to do this as loyally as he can; and should he do otherwise, he is bound to make compensation; and this is the judgment.

18. § iv. A ship that sails or starts from Sluys or another place, it happens that it is wrecked, one is bound to save as much as one most can of the wines and the other ship-goods;[4] the merchants and the master

[1] *lost*] This reading agrees with that of the Guildhall MSS. The Gotland Sea Laws have some additional words, which express what is added in the Black Book of the Admiralty, namely, "sil a de quoy," see Vol. I., p. 90, and Vol. II., p. 212. Verwer's version of the Judgments of Damme has also the words "is 't "dat hy anders soo veel goed "heeft."

[2] *bound*] M. Pardessus is of opinion that some words are here omitted, which would make the passage more in accord with the Anglo-Norman text, which authorises the master to pledge some of the salved property.

[3] *in safe hands, at the call of the owners*] This is also the reading in Verwer's text of the Judgments of Damme, and it is a fair translation of the Anglo-Norman text, but it is omitted in the Gotland Sea Laws, and in the Dutch and Low-German versions of these Judgments.

[4] *ship-goods*] That is, the cargo of the ship. If "coopwaere" is the more correct reading of the text, it would mean merchandise, merchants' wares.

die meester worden in groten debaten; die cooplieden tieghen den meester omme to hebbene haer goed, sii siint wel sculdich te hebbene, gheldende die vrecht van so velen als tscip zal hebben ghedaen vander vaert, wp dat den meester ghenoucht, maer up dat die meester wille, hi mach wel ghereden tscip[1] vermaken ende beteren, bi also dat alsulc es det ment ghereden vermaken ende beteren[2] mach in corten tiden; ende és dies niet, hi mach hueren een ander scip, die vaert om te doene, ende die meester zal hebben ziine vrecht van also vele als hi behouden zal hebben vanden goede, in enigher manieren; ende dit es tvonnesse.

19. § v. Een scip vaert van enigher havene gheladen jof ydel, ende es ghearrivert in andere havene, die sciplieden ziin niet sculdich uten scepe de gane zonder smeesters oorlof; want waert datter bi verlore of arichde[3] in enigher manieren, si waren ghehouden dat te beterne, hadden zii waer mede,[4] maer ware tscip in steden, daert ghemeerst ware met iiii. ghetawen, si mochten wel ute gaen, ende wedder commen in tide te scepe, &c.

20. § vi. Het ghevalt dat sciplieden hem verhueren haren meester, ende enicghe van hemlieden ziinre, die gaen uten scepe zonder orlof, ende drinken hem

[1] *tscip*] This word is illegible.

[2] *beteren*] The writing is illegible, but "beteren" is required by the context.

[3] *arichde*] Warnkönig reads this word avichde, which Pardessus rejects as a miswriting of the scribe of the MS. Slyter reads "arichde." "Arghede" is the reading of the Dantsic MS. of the Sea Laws of Flanders, and "ergerde" is the reading in Boxhorn's text of the Judgments of Westcapell, and in the Gotland Sea Laws.

[4] *waer mede*] This expression is very similar to the concluding words of article xiv. The phrase is omitted in the Judgments of Damme, but all the Anglo-Norman MSS. have the words "s'il a de quoi."

are in great debate,[1] the merchants apply to the master in order to have their goods, and they are entitled to have them, paying the freight of so much as the ship shall have done of her voyage,[2] so that the master is satisfied; but if the master wills, he may well repair and make good[3] the ship, provided that it is in such a state that it can be repaired and made good in a short time; and if this can not be, he may hire another ship to complete the voyage, and the master shall have his freight of so much as shall be saved of the goods in any manner; and this is the judgment.

19. § v. A ship sails from a haven laden or empty, and it arrives at another haven, the ships-crew are not entitled to go out of the ship without the leave of the master; should that ship be lost or damaged in any manner, they are held to make it good, if they have wherewithal, but should the ship be in a place where it is moored with four hawsers,[4] they may well go out of the ship and come back in time to the ship, &c.

20. § vi. It happens that mariners hire themselves to their master, and there are some of them who go out of the ship without leave, and drink themselves drunk,[5]

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[1] *debate*] This is evidently a Flemish form of the Norman word "debat." The Gotland Sea Laws have the word "twiste."

[2] *her voyage*] The Gotland Sea Laws follow here in substance the text of the Judgments of Damme, "dat hem genveget," namely, such freight as satisfies him, i.e., the master, omitting the preceding words "of so much as the ship has "done of the voyage."

[3] *make good*] "Ghereiden" is the word used in the Gotland Sea Laws in this place, and "beteren" in the later part of the sentence. "Adouber" is used in both places in the Anglo-Norman MSS.

[4] *four hawsers*] This is the reading of all the more ancient MSS. In Cleirac's version of the Rolls "two or three cables" is substituted Vol. II., p. 438.

[5] *drink themselves drunk*] This is also the reading of the earliest extant text of the Gotland Sea Laws. See p. 71.

dronken, ende maken content of twist, het ghevalt datter enicghe ghewond ziin, die meester en eist niet sculdich te doen ghenesenc,[1] no ghene provance [2] te ghevene, maer hi machse uten scepe doen, ende andre hueren in die stede van hemlieden, ende costen zii meer, zii zullen betalen moeten ende up rechten [3] den meester, dat hi hem gheleent heift, maer zendse die meester in enighen dienst van den scepe, daer zii hem in quetsen iof wonden, zii siin sculdich ghenesen te zine ende gheheelt up den cost van den scepe.[4]

21. § vii. Het ghevalt dat enicghen scipman ziechede an comd iof ii. iof iii. blivende in den dienst vanden scepe, zii ne moghen van ziecheden niet int scip bliven, die meester esse sculdich uten scepe te doene, ende in ene herberghe te lecghene, ende hem te livererne keerslicht [5] bi te ziene, ende een vanden cnapen vanden scepe omme hem te wachtene, of enen anderen meinsche te huerne, die te hem ware neimt,[6] ende hem te vorziene van zulker spisen als ment int scip useirt,[7] dats te wetene, alsulke als men hem gaf als hi ghesond was, ende niet meer jof hi ne wilt doen, ende wil hi hebben lieueliker spisen, die meester [8] en esse hem niet sculdich te zoukene, es hi met tsinen costen, ende

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[1] *ghenesene*] In the Gotland Sea Laws the words "uppe des schepes "cost" are here added.

[2] *no ghene provance te ghevene*] Warnkönig reads here "puritance." The entire phrase is omitted in the Gotland Sea Laws.

[3] *up rechten*] This is preferable to Warnkönig's reading, "up jechten."

[4] *scepe*] This word is imperfect, from the MS. having here perished.

[5] *keerslicht* ] Warnkönig reads "keislicht," Slyter "kerslicht."

[6] *neimt*] This is the correct reading of the MS. Warnkönig and Slyter have "nemit."

[7] *useirt* ] The Gotland Sea Laws have "behoudet," which accords more with behoeft, the reading of the Judgments of Westcapell.

[8] *die meester*] These words have perished in the MS.

and make dispute [1] and quarrel, it happens that some of them are wounded, the master is not bound to have them healed nor to find them provisions,[2] but he may make them leave the ship, and may hire others in their stead, and should they cost more, they shall pay it, and compensate the master for what he has lent them ;[3] but should the master send them on any service of the ship, in which they hurt or wound themselves, they are entitled to be cured and to be healed at the cost of the ship.

21. § vii. It happens that sickness overtakes one of the mariners, or two or three, whilst employed in the service of the ship, they cannot because of the sickness remain in the ship, the master is bound to put them out of the ship, and to place them in a lodging, and to furnish them with a candle to see and with a ship's boy to wait upon him, or to hire another lad [4] who shall attend upon him, and to furnish him with such food as is used in the ship, that is to say, such food as was served to him when he was well, and no more unless he chooses to do so ; and if he will have more delicate food, the master is not bound to provide it, if it should be at his cost,[5]

[1] *dispute* ] "Content" is evidently a Flemish paraphrase of the Anglo-Norman "contekes," or the Gascon "contemps." The Gotland Sea Laws have the words "maken "kiff efte twist," which accords nearly with the text of the Laws of Westkapell, "maken strijdt ende "twist."

[2] *provisions*] That is, supplies of any kind. The Bruges MS. here follows the Anglo-Norman text. The passage is omitted in the Gotland Sea Laws.

[3] *and compensate the master for what he has lent them*] This is a departure from the Anglo-Norman text, which reads, "si le mestre "troeve rien de soen," "if the "master finds any property of the "mariners on board."

[4] *lad*] "Mynschen" is the reading of the Gotland Sea Laws, and may mean either a "wench" or a "lad," see note, p. 75.

[5] *if it should be at his cost*] According to this reading of the passage the pronoun "his" refers to the master. In the Anglo-Norman text, "sil ne soit a ses despenses," the pronoun "his" refers to the mariner. The Gotland Sea Laws has the reading "se en waren uppe des "meisters cost," which Professor Slyter considers to be an error of the scribe of the MS., but the

tscip en es niet[1] schuldich, na hem te beidene, maer het es sculdich te zeilne, ende eist dat hi gheneist, hi es sculdich te hebbene sine huere, ende eist dat hi sterft, ziin wiif iof ziine[2] aeldinghers[3] ziine sculdich te hebbene.

22. § viii. Een scip vaert vander Sluus jof van andern steden, het ghevalt dat hem torment up comd vander zee, ende ne mach niet liden zonder scade van werpene goed, zii ziint sculdich te toghene den cooplieden, ende die cooplieden zecghen haren wille, dan mach men[4] wel weerpen bi aventuren, die redenen tusschen den cooplieden ende den meester worden aldaer ten[5] claersten, ende eist dat de cooplieden niet orlouen tweerpen, die meester ne salt daer omme niet laeten twerpen bi also dat hem goed dinct, zwerende hem darder[6] met zinen ghesellen up de wangelie als zii te lande commen zullen wesen, dat hiit dede omme te behoudene haer liif tscip ende goet, ende tgoed, datter gheworpen wart, wart ghepriist ten fuere van datter behouden wort ende ghedeelt, van ponde te ponde, onder de cooplieden, ende die meester esser of schuldich te deelne als van zinen scepe jof van zire vrecht in restore van der scaden; die sciiplieden

[1] *niet* ] This word has also perished in the MS.

[2] *iof ziine*] The letters " iof zii " have perished, and after " ziine " the word " kindere " has been interlined.

[3] *aeldinghers*] The MS. has " ael- " dinghrs," which is printed " ael- " dinghns " in Warnkönig's text.

[4] *men*] " ment " is the reading, which Warnkönig and Pardessus have adopted, but the letter " t " has been added by a later hand.

[5] *ten*] The writing is barely legible, " ten claersten " is the reading of the Dantzic MS.

[6] *darder* ] Slyter suggests that this word is a miswriting of the scribe for " derde," which is the reading in Verwer's Judgments of Damme.

and the ship is not bound to wait for him, but it is entitled to sail; and should it be that he recovers, he is entitled to have his wages; and should it be that he dies, his wife and his heirs [1] are entitled to have his property.

22. § viii. A ship sails from Sluys or another place, it happens that a storm of the sea overtakes it, and it cannot escape without the loss of goods cast overboard, they are bound to explain it [2] to the merchants, and the merchants say their will; then may they well cast overboard from distress should the reasons between the merchants and the master be altogether clear;[3] and should it be that the merchants do not assent to cast overboard, the master shall not for that reason abstain from casting overboard according as he shall think good, swearing himself the third [4] with his crew upon the Gospels, when they shall have come to land, that he did it to save their lives, ship, and goods; and the goods that have been cast overboard are valued at the market price of those which have been saved, and shared pound for pound among the merchants, and the master is liable also to share for his ship or for his freight [5] in restoration of the losses; the crew shall have a tun free, and for the

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Dantzic MS. of the Sea Laws of Flanders has a similar reading, "hine " doet of des meesters cost."

[1] *heirs*] The Gotland Sea Laws have the word "erven" in this place, which in Verwer's Judgments of Damme is represented by "Erf- " genaem;" whilst Boxhorn, in his Laws of Westcapell, has followed another text, viz., "ofte Erfghena- " men, ofte haer Aendeelders," their heirs or their representatives.

[2] *to explain it*] Literally to show the necessity. The Gotland Sea Laws add the words "de nod," the need.

[3] *clear*] Literally most clear. The Gotland Sea Laws have a more simple text, see p. 74.

[4] *the third*] That is, with two others.

[5] *for his ship or for his freight*] The alternative is here clearly laid down. The text of Verwer's Judgments of Damme has the words "en " van synre vraght," "and of his " freight," which has been by error miswritten in a note to the Gotland Sea Laws, p. 77. The Dantzic MS. has "van sinen scepe iof van siinre " vracht."

zullen een vat vry hebben, ende dander[1] es sculdich te deelne an de scade, na dat elc goed der in heift, het ne zii dat hi hem soffisantelik verweerd, als vailliant[2] persoon, hi ne sal ghene vrühede hebben, ende die meester wordets ghelooft bi zinen eede.

23. § ix. Het ghevalt, dat een meester van enen scepe kerft zinen mast bi crachte van wedre, hi es sculdich te roupene zine cooplieden, ende hem toghen de redene, waer omme hine kerft, ende dat es omme tscip ende tgoed te behoudene; ende bi wilen ghevallet, dat zii hare cablen keerven, ende laten hare ankers omme tscip ende tgoed te behoudene, zii ziin sculdich gherekent te zine van ponde te ponde also zee werp, ende die cooplieden der an deelen ende ghelden zonder delay[3] eer zii haer goed uten scepe doen, ende waert dat tscip droghe zate, ende de meester beide omme haer ghescil ende de baet, ende der yet gheleken ware, die meester en es nicht sculdich scade der of te hebbene, maer sine vrecht der of ghelic den andren; ende dat es tvonnesse.

24. § x. Het ghevalt, dat een meester van ene scepe comt behouden tsire ontlaeste,[4] hi es sculdich te toghene den coplieden die coorden, daer hi mede zal winden, ende esser yet an te beterne, hi moet beteren, want ware tvat jof pipe verloren bi fauten

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[1] *dander*] "Dandre" is adopted by Warnkönig and Pardessus.

[2] *vailliant*] "vailjantelijck suffi- "santelijck ofte eerlijck en ver- "weeren in die Noodt, als goede "knapen ofte persoonen," is the reading in Boxhorn's Laws of West-capell. The word "vailliant" is evidently from a Norman or Gascon source. The Gotland Sea Laws (art. 22) and the Dantzic MS. keep closer to the text of MS. Horn.

[3] *delay*] This word is not found in the text of the Gotland Sea Laws or of the Dantzic MS.

[4] *ontlaeste*] This the correct reading of the MS. Warnkönig reads ontlaestede, which Pardessus adopts. Slyter adopts ontlaestinghe. The word "ontlastinghe" is used in Art. 18 and 19.

rest shall share in the losses, according as each has other goods on board, and should he not have conducted himself sufficiently as a valiant person,[1] he shall have no free carriage, and the master is believed in his oath.

23. § ix. It happens that a master of a ship cuts down his mast from stress of weather,[2] he is bound to call his crew, and to show to them the reasons, wherefore he cuts it down, and that it is to save the ship and the goods, and somewhile it happens that they cut their cables and let their anchors go to save the ship and the goods, they are bound to reckon them pound for pound as jetison, and the merchants ought to contribute and pay without delay,[3] before they have their goods out of the ship; and should the ship settle dry, and the master wait on account of their quarrel and debate,[4] and there should be leakage,[5] the master is not bound to have any loss therefrom, but [to have] his freight thereof, alike as of the others;[6] and this is the judgment.

24. § x. It happens that a master of a ship comes safe to his place of discharge, he is bound to show to the merchants the cords, with which he shall intend to hoist, and should they require to be repaired, he must repair; for should a tun or pipe be lost for fault of their hoisting, the master and the ship's crew are held to compensate

[1] *sufficiently as a valiant person*] The Anglo-Norman text says simply "as a man." The Gotland Sea Laws have "also gude knapen," which is also the reading of the Dantzic MS.

[2] *from stress of weather*] The Gotland Sea Laws read "by grotem "unwedder," which is in harmony with the reading of the Dantzic MS. "bi groeten onwedere."

[3] *without delay*] These words are peculiar to the Bruges MS.

[4] *debate*] This word is evidently from an Anglo-Norman source. See art. iv.

[5] *leakage*] This word harmonises with the text of the most ancient Anglo-Norman MSS., which have "corisone," a leakage of wine-casks.

[6] *as of the others*] This is a slight variation from the text of the earliest MSS. of the Judgments of the Sea. The Gotland Sea Laws and the Dantzic MS. agree with the Guildhall MSS. See Vol. III. p. 15.

van haren windene, die meester ende die sciplieden wordenre of ghehouden die scade te beterne, ende die meester moeter an deelen, mids dat hi neemt, windeghelt, ende twindeghelt es schuldich gheleit[1] te zine in restore vander scade eerst, ende tremanant[2] moeten zii deelen onder hemlieden, maer braken de coorden eer dat zii se den cooplieden toteghheden[3] so waren zii sculdich die scade al te male[4] te betaelne; maer zeghen die cooplieden, dat die coorden goed ende scone ziin, ende zii breken, elc es sculdich te deelne an de scade, dats te wetene, vanden gonen dies tgoed es ghemeenlike; ende dit es tvonnesse.

25. § xi. Een scip es ter Sluus iof eldre omme wiin te ladene, ende vaerd van danen, ende die meester no zine scipmanne en verzekeren niet die sloten vander fustaille, alzo zii doen zouden, ende nemen quaet weder up die zee, waerbi dat die fustaillie ende tie[5] slote breken, ende verliesen vat jof pipe; tscip comd behouden, die cooplieden zeghen, dat bi der fustaille ende tghebroc vanden sloten hare wine verloren siin, die meester zeit,[6] dat dies niet en es, ende eist dat die meester ende drie jof viere van zinen scipmanne, die die cooplieden ute lesen, willen zweren, dat die winen niet verloren en ziin bi fauten van haerre fustaille also die cooplieden

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[1] *gheleit* ] Slyter suggests that "ghedeelt" should be read here, which is the reading of the Dantzic MS.

[2] *tremanant*] Pardessus has printed this word "tremanand" from the MS. in his hands, which Warnkönig in his printed text has corrected, and writes "tremanant," the remnant.

[3] *toteyheden*] This is a miswriting in the MS., Warnkönig corrects it, and reads "togheden," which Slyter also suggests as the correct writing.

[4] *male*] Warnkönig and Pardessus read "maele."

[5] *tie*] Slyter suggests that "die" should be here read

[6] *zeit*] Pardessus reads "ziet," but Slyter and Warnkönig adopt "zeit."

the loss, and the master must contribute since he receives hoisting money, and the hoisting money is liable to contribute to restore the loss in the first place, and the remnant[1] must be divided amongst them; but should the cords break before they have been shown to the merchants, they are bound to pay them for all the loss; but should the merchants say the cords are good and fine, and they break, each is bound to contribute to the loss, that is to wit, of those, whose the goods are, equally;[2] and this is the judgment.

25. § xi. A ship is at Sluys or another place to load wine, and sails thence, and the master and his crew do not secure the hatches of the casks as they ought to do, and they have bad weather on the sea,[3] whereby the casks and the hatches are broken, and a tun or pipe is lost;[4] the ship comes safe; the merchants say that by the casks and the breaking of the hatches[5] their wine has been lost; the master says that this is not so; and should it be that the master and three or four of his ship's crew, whom the merchants choose out,[6] will swear that the wine was not lost from the fault of their casks,[7] since the merchants ordered and stowed them, the master is entitled[8] to be released and quit;

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[1] *remnant* ] Boxhorn's Laws of Westkapell have the reading "dat "rammenant ofte surplus." Tremanent is the reading of the Dantzic MS. The Gotland Sea Laws have a different and peculiar reading "dat druddendal," p. 80.

[2] *equally*] This reading accords with Boxhorn's Laws of Westcapell, and Verwer's Judgments of Damme, but it is at variance with the most ancient Anglo-Norman MSS.

[3] *they have bad weather on the sea*] The Anglo-Norman text has "les "prend mal temps en mer," whilst the reading of the Gotland Sea Laws differs from both. See p. 80.

[4] *is lost*] The Gotland Sea Laws have a different reading, "whereby "the heads of the casks are stove "in."

[5] *the breaking of the hatches*] These words are omitted in the Gotland Sea Laws.

[6] *choose out*] "dar ut kesen" is the reading of the Gotland Sea Laws.

[7] *casks*] The Gotland Sea Laws have the additional words, "noch "van der sloten," that is, "nor of "the hatches," which is also the reading of the Dantzic MS.

[8] *is entitled*] This is closer to the Anglo-Norman text than the text of the Gotland Sea Laws.

zecghen ende hem up lecghen, die meester esser[1] of sculdich los ende quite te sine, ende eist dat ziit niet zweren ne willen, zii ziin sculdich de cooplieden die te restoren want zii ziin sculdich talutene ende te verzekerne hare loncken[2] ende hare elloren wel ende certeinlike,[3] eer zii sceeden van daer zii laden.

26. § xii. Een meester huert zine sciplieden, hi esse sculdich te houdene in paise[4] ende hare juge taine van dat een den andren mesdoet, alzo langhe als hi hem brood ende wiin ter tafelen leit; ende die andren heet lieghen, verbuerd iiii. penninge, ende heet die meester yement lieghen, hi verbuerd viii. penninge, ende heter enich den meester lieghen hi verbuerd viii. penninge, ende eist dat die meester enicghen slaet, hi essene sculdich ter verdraghene de erste smete als metter palme iof metter vuust, ende slouch hine meer, hi mochte hem wel weren, ende sloughe enich scipman den meester voren, hi es ghehouden iof verloren c. scellinge, iof die vuust, ende dat est tjugement.

27. § xiii. Een scip es vervrecht te vaerne te Bordeux, ter Rochele iof elve, ende comd daert ontladen zal, ende maken charter partie,[5] tonage,[6] ledmanage ziin up

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[1] *esser*] This word is interlined. Warnkönig and Pardessus read "esser," Slyter "ester."

[2] *loncken*] Warnkönig and Pardessus read "boucken" as the Flemish equivalent of "boucles," Slyter reads "loucken."

[3] *certeinlike*] Slyter reads "certenrlike," Warnkönig "certenelike."

[4] *paise*] This is Flemish form of "paix."

[5] *maken charter partie*] The Bruges MS. here comes in aid of MS. Horn, which has "sont chartre "partie," instead of "font chartre "partie." Vol. III., p. 18. The earliest MS. of the Gotland Sea Laws has "maken to ere partie," and the Dantzic MS. has "maken tot haren "partyen togagen."

[6] *tonage*] Slyter reads "tonager," Warnkönig "tonage." The Gascon text has "townge." Vol. III., p. 18.

and should it be that they will not swear, they are bound to restore to the merchants [their loss], since they are bound to fasten and to secure their bulkheads and their hatchways well and certainly,[1] ere they sail from where they load.

26. § xii. A master hires his ship's crew, he is bound to keep them in peace, and to be the judge of their misdoings towards one another, as long as he sets bread and wine upon the table: and he who calls another a liar shall be fined four pennies;[2] and should the master call any one a liar, he shall be fined eight pennies;[2] and should any one call the master a liar, he shall be fined eight pennies;[2] and should it be that the master strikes any one, he is bound to support the first smite whether with the palm or with the fist; and should he strike him more, he may well defend himself; and should a mariner strike the master first,[3] he is held either to lose one hundred shillings[4] or his fist; and this is the judgment.

27. § xiii. A ship is freighted to sail to Bordeaux, to Rochelle, or elsewhere, and comes where it shall unload, and makes a charter-party,[5] towage and pilotage[6] are

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[1] *certainly*] This word is clearly a Flemish form of the Anglo-Norman word certainement. The Gotland Sea Laws and the Dantzic MS. have the Low German word "seker."

[2] *pennies*] The MS. has the abbreviation d', which is the usual abbreviation of "denarios," Fr. deniers.

[3] *first*] "Premier" is the reading of the Anglo-Norman text. The Gotland Sea Laws and the Dantzic MS. both omit the word.

[4] *shillings*] The MS. has the abbreviation s', which is the usual abbreviation of "solidos," shillings. The Gotland Sea Laws and MS. Horn have the same reading, and serve to correct the Black Book of the Admiralty, which reads "five "shillings." Vol. i., p. 104.

[5] *a charter-party*] This word, respecting which there is a great concurrence of the best MSS., has evidently a meaning different from what it bears in the present day, as it seems to refer to a settlement at the end of the voyage, not to a contract before it.

[6] *pilotage* By "pilotage" is meant coast-pilotage or harbour-pilotage, which is termed in the text of the Black Book of the Admiralty "petits lodemanages, Vol. i., p. 104.

die cooplieden, ande coste van bartaingen diese nemen van dat men liit die debats [1] ende ziin clene ledmanagen, die van Normandyen ende van Ingeland van datmen liit Gernesee,[2] ende van Scotland van dat men liit Eernemude,[3] ende van Vlandren van dat men liit Caleis ende datter [en dit es tvonisse in dit stic].[4]

28. § xiv. Het ghevalt [5] dat debact es tuschen den meester van enen scepe ende zinen sciplieden, de meester zal bevelan tscolaken [6] wech te doene van voren [7] den scipman iii. waerf, eer dat hine heet utegaen, ende eist dat die scipman biedt dat te beterne tsecghene vanden sciplieden van der tafelen, ende die meester zo havaerdich zii, datter niet toe bliven ne wille ende doete ne utegaen, die scipman mach tscip volghen tote daert ontlaet, ende hebben also goede huere jof hi int scip commen ware, betrende die mesdaet ten zecghene van dien van zire tafele, ende waerd dat die meester ne hadde ne ghene also goeden scipman als hi int scip [8] verlore bi enicgher aventuren, die meester bliifd ghehouden vander scade vanden scepe, ende vanden goede, heift hi waer mede.

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[1] *die debats*] The corruption of the words "Isle de Bas," which is an island off the coast of Brittany, is very general. MS. Horn has "les Debats." The Black Book of the Admiralty has "les Debitez." The Gotland Sea Laws has a more curious corruption, "hiis de Bades," whilst Verwer, in his version of the Judgments of Damme, has preserved the true reading, "Isle de Bas"

[2] *Gernesee* ] A line is drawn through this word, and Calais is written above it in a more modern hand.

[3] *Eernemude* ] A line is drawn through the passage from "Eernemude" to "datter," and Yernemue is written over it.

[4] *dit stic*] The words in brackets have been added in a more recent hand.

[5] *Het ghevalt* ] This article is numbered by error in MS. A. of the Gotland Laws as § xiii., 28.

[6] *tscolaken*] Slyter suggests tsconlaken. The Gotland Sea Laws and the Dantzic MS. have "tscoenlaken."

[7] *voren*] Both Slyter and Warnkönig read "boven.".

[8] *int schip*] Slyter and Pardessus agree in holding that the words "ende hi tscip" have been omitted by the scribe of the Bruges MS. after the words "int scip."

upon the merchants, on the coast of Brittany these are taken when one passes the Debats where there are petty pilots, on the coasts of Normandy and of England when one passes Gernesey, and of Scotland when one passes Yarmouth, and of Flanders when one passes Calais[1] and thence; [and this is the judgment in this place.]

28. § xiv. It happens that there is a debate between the master of a ship and his ship's crew,[2] the master shall take away the table cloth from before a mariner three times, ere he makes him go out of the ship, and should it be that the mariner offers to make amends to the ship's crew of the table, and the master is so harsh that he will not allow him to remain, and makes him go out, the mariner may follow the ship whither it goes to unload, and have as good wages as if he had come in the ship, making amends for his misconduct to the satisfaction of the table; and should it be that the master has not so good a mariner as him in the ship, and the ship is lost by some misfortune, the master remains responsible for the loss of the ship and of the goods, if he has wherewithal.

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[1] *Calais*] There is no MS. in which a perfectly correct text of this article has been preserved. The purport of it is however intelligible, that the expenses of towage and harbour pilotage are not within the contract of the shipowner.

[2] *his ship's crew*] This is no doubt a correct reading of the Bruges MS. The Judgments of Damme have "schipmannen," and the Anglo-Norman text has "mariners." The Gotland Sea Laws, on the other hand, read "copluden," which is also the reading of the Dantzic MS., whilst Boxhorn's Laws of Westcapell have "syne schipluyden ofte den koop-"luyden." The context however shows that "the mariners" alone were originally contemplated in the article.

29 and 30. § xv. Het ghevalt[1] dat een scip legt in een comens[2] gemarst, ende een ander scip comd metten ghetide, ende slaet dat datter ghemarst leicht, zo dat scade heift vanden slaghe, dat hem tander gheift, so datter winen den bodem ute vlieghen, de scade es sculdich te sine bi perse[3] onder bede den scepe, ende die wine die siin in beeden scepen siin sculdich te deelne die scade onder hemlieden, die meester vanden scepe, dat tander slouch, es sculdich te sweerne ende zine sciplieden, det sy niet willens daden. Ende dits de redene, waer omme dit vonnesse es ghemaect, het ghevalt dat een hout[4] scip leghet gheerne in den wech van enen betren scepe, omme vanden andren alle die scade te hebbene, waert datter of te broken of gheharecht ware, maer als men weet dat die scade te helten ghewiist[5] wart so leghet ment gheerne buten weghe; ende dit es tvonnesse.

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[1] *Het ghevalt* ] This article is similarly numbered erroneously in MS. A. as § xiiii. 29. There is henceforth a discrepancy between the articles in the Bruges MS. and the articles in MS. A. of the Gotland Sea Laws, inasmuch as the 29th and 30th articles of the Gotland Sea Laws form one article in the Bruges MS., namely, Art. xv.; and it seems probable that the MS. of the Judgments of Oleron, after which the Flemish text was framed, consisted of 25 articles, the fifteenth, as it stands in the Guildhall MSS., and in the Black Book of the Admiralty, being divided into two articles. Boxhorn, in his version of the Laws of Westcapell, which are printed by M. Pardessus in his Lois Maritimes, tom. i., p. 385, has similarly divided this article, and it forms articles xvi. and xvii. of his text. The Editor is disposed to regard Boxhorn's version as an older text than Verwer's text of the Judgments of Damme, in which the two articles are united into one. It is not an immaterial circumstance that Gotfriid van Ghemen, the printer of the edition of 1505, in which the same division is observed, was a native of Zeeland, and may have been familiar with the Laws of Westcapell.

[2] *comens* ] Warnkönig observes that "comens" is a term in present use at Bruges to signify "a basin."

[3] *perse*] Prijse is the reading both in Verwer's and in Boxhorn's text.

[4] *hout* ] Slyter suggests that "out" or "oud" would be the proper reading. The Dantzic MS. has "out."

[5] *ghewiist* ] Warnkönig reads "ghewinst," but "ghewiist" is the reading of the Dantzic MS.

29 and 30. § xv. It happens that a ship lies in a harbour[1] moored, and another ship comes with the tide and strikes that which lies moored, so that damage results from the blow that it gave to the other, so that the bottoms of the wine casks are started, the damage is liable to be appraised[2] between both the ships, and the wines[3] that are in both ships are liable to contribute to the damage in common with them; the master of the ship, which struck the other, is bound to swear, and his ship's crew, that he did not do it willingly. And this is the reason[4] wherefore this judgment has been made, it happens that an old ship lies right in the way of a better ship, in order to have from the other all the loss, should it be either broken or sunk, but when one knows that the damage will be divided,[5] one places the vessel right out of the way, and this is the judgment.

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[1] *harbour*] The Black Book of the Admiralty has the word "con-" "vers," which is also found in the Gascon MS., Vol. ii., p. 108. The Gotland Sea Laws and the Dantzic MS. have "in ener havene."

[2] *appraised*] This is evidently the meaning of the phrase, which is confirmed by the reading of the Gotland Sea Laws and likewise of the Dantzic MS., which have "prise."

[3] *wines* ] This liability of the cargo to contribute has not been maintained in the maritime jurisprudence of modern times, although it is countenanced by the Gotland Sea Laws, p. 86.

[4] *this is the reason*] These words evidently point to what follows, which is the subject of a separate article in the Gotland Sea Laws.

[5] *will be divided*] This law has not been maintained in the present day.

31. § xvi. Een scip[1] of ii. of meer ziin in ene havene, daer lettel waters es, ende pleghet droghe te zine, teen scip zal lecghen te naer enighen andren scepe, die meester vanden scepe, dat eerst up den gront droghe[2] lecghen zal, es sculdich te zecghene dien gonen vanden andren scepen, ghi heeren heft huwen ancker, hi staet ons te naer, wii duchten scade bi te nemene, ende zii ne willens niet doen, die meester vanden scepe ende zine ghezellen verlecghen dien ancker, ende eist dat dander hem lieden verbieden, ende zii scade nemen biden ancker, zii ziint sculdich te beterne redenlike, ende ware enich ancker zonder boeye, die hem scade dade, dies dancker ware werk sculdich te beterne, ende in zulken havenen es men sculdich te lecghene bailgrie,[3] dat zii ghene scade nemen.

32. § xvii. Die sciplieden vander coste van Bartaengen en ziin sculdich waer ene kuekene sdaghes te hebbene, bider redene dat zii hebben drincken gaende ende commende, ende die van Normendijen ziin sculdich te hebbene ii. den dach, bider redene dat haerlieder meester hemlieden niet besoorghet dan water, als zii varen, maer als tscip commen zal ziin jnt land daer de wiin groeyt, de sciplieden ziin sculdich te hebbene haren dranc, ende haerlieder meester eist hemlieden sculdich te leverne; ende dit es tvonnesse.

33. § xviii. Het ghevalt dat een scip ghearrivert es te zienre rechter ontlastinghe te Bordeus of elre, de meester es sculdich te zecghene tote zinen ghezellen,

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[1] *Een scip*] This article is similarly numbered erroneously in MS. A. as § xv. 30. The subsequent articles are numbered correctly in that MS.

[2] *droghe* ] Warnkönig reads "droghen."

[3] *bailgrie* ] This is the correct reading of the MS., and Warnkönig adopts it. Slyter has "bailyne."

31. § xvi. A ship, or two, or more are in a haven where little water is, and where it is usual for them to become dry; should one ship lie too near another ship, the master of the ship which first lies dry upon the ground, is entitled to say to the crew of the other ship, "Sirs, raise your anchor, it is too near us, we think we "shall have damage from it," and should they not be willing to do it, the master of the ship and his comrades may remove the anchor; and should it be that the others forbid them and they suffer damage from the anchor, they are bound to compensate them reasonably; and should there be any anchor without a buoy, which does damage to them, this anchor is bound to make compensation; and in such a haven one is bound to put out fenders,[1] so that they may take no harm.

32. § xvii. The ships' crews of the coast of Brittany are entitled to have only one cooked meal a day, by reason that they have drink[2] going and coming; and those of Normandy are entitled to have two a day, by reason that their masters supply them with nothing but water as they go; but when the ship shall come to the land where the wine grows, the ships' crews are entitled to have their drink, and their master is bound to supply it to them; and this is the judgment.

33. § xviii. It happens that a ship has arrived at its right discharge at Bourdeaux or elsewhere, the master is to say to his companions "Sirs, do you freight your stow-

[1] *fenders*] Botline is the reading of the Gotland Sea Laws, which is printed "bolline" in the Editio Princeps of 1505. Balon is the modern French term for a ship's fender. Verwers' Judgments of Damme have "Boeglijnen en ander "touwen," which accords with the Laws of Westcapell "booghlijnen "en ghetouwen."

[2] *drink*] The Gotland Sea Laws insert the word "wine" before "drinken," and so far agree with the Judgments of Damme and the Laws of Westcapell.

ghi heeren, bevrecht uwe mareen,[1] of ghi zulse laten ten vrechte vanden scepe, zii ziin sculdich te verandwoordenene[2] wat zii doen zullen, ende kiezen zii te hebbene al zulke vrecht als tscip hebbene zal, zy zullent hebben, ende willen zii bevrecht ziin bi hem zelven, zii ziin sculdich te bevrechtene in zulker manieren dat tscip om hemlieden niet en blive lettende, ende caemt dat zii gheene vrecht en vonden, de meester en zals gheene blame hebben; ende de meester es hemlieden sculdich te toghene haerlieden rive ende haerlieden leyre,[3] ende elc scipman mach lecghen tghewichte van ziere[4] marage, ende willen zii lecghen een vat waters, de meester ende de sciplieden mueghent wel doen, ende eist dat tvat waters gheworpen wort inde zee, het zal gherekent ziin over wiin of over ander coopmanscepe, pond over pond, bi also dat ziit niet bescudden[5] moghen vander zee, ende waerd also dat zii der cooplieden goed overwierpen, also dane vryhede, als de sciplieden hebben, zullen de cooplieden hebben; en dits tvonnesse.

34. § xix. Een scip comd behouden tsiere ontlastinghe, de sciplieden willen hebben hare huere, ende daer ziin enighe vanden voorseiden[6] sciplieden, de welke ne[7] hebben noch bedde noch scrine jnt scip, de meester mach onthouden van haren huere, omme tscip te leverne daer hiit nam, eist dat zii hem gheen

[1] *mareen*] This word is evidently a Flemish form of the Anglo-Norman word "mareez," which is the reading of the Black Book of the Admiralty, unless it has been derived from a Gascon version, which had "mariniers," like the Bordeaux MS., Vol. II., p. 232.

[2] *verandwoordenene*] Slyter reads "verandwoordene," but Warnkönig adopts "verandwoordenen."

[3] *leyre*] Warnkönig reads this word as "heyre." "Lour rives et "lour leire," is the reading of MS. Horn, and of the Black Book. See Vol. III, p. 24.

[4] *ziere*] Slyter reads "zienre."

[5] *bescudden*] Warnkönig reads "bescutten."

[6] *voorseiden*] This is the correct reading, which Warnkönig adopts. Slyter reads "voorsecgden."

[7] *ne*] Warnkönig omits this particle.

" ages[1] or will you let them for the freight of the ship," they are bound to answer what they will do; and should they choose to have of such freight as the ship shall have, they shall have it; and should they wish to load for themselves,[2] they are bound to load in such a manner that the ship be not delayed for them; and should it happen that they get no freight, the master shall have no blame; and the master is bound to show them their fares and their berths, and each mariner may load the weight of his stowage, and should they lay in a tun of water, the master and the ship's crew may well do it; and should it be that the tun of water is cast overboard into the sea, it shall be reckoned for wine or for other merchandise, pound for pound, provided that it cannot be rescued[3] from the sea; and should it be that the merchants cast goods overboard, such franchise as the ship's crew have the merchants shall have: and this is the judgment.

34. § xix. A ship comes safe to her discharge, the ship's crew will have their wages, and there are some of the aforesaid ship's crew who have neither bed nor chest in the ship, the master may retain of their wages in order to take back the ship there whence they took it, should

[1] *stowages*] The places in the ship assigned to the mariners for the stowage of their ventures.

[2] *wish to load for themselves*] The words "to load for themselves" are omitted in several Dutch texts of these Sea Laws, which may account for their omission in the earliest MS. text of the Gotland Sea Laws.

[3] *rescued*] The Gotland Sea Laws have a reading here, viz., "unde "mochten eme redeliken bedragen "in see," which corresponds with the text of the Guildhall MSS., "si les mariners se peussent de-"fendre resonablement en la meer," Vol. III., p. 24. The passage, as here written, may mean "provided "that they have made reasonable "efforts to rescue the ship and "goods from the sea."

caucioen[1] en doen omme te vuldoene de reise; ende dit es tvonnesse.

35. § xx. Een meester van enen scepe huert zine sciplieden, ende huert enighe up de bevrechtinghe ende andere met ghelde, zii zien dat tscip gheene vrecht vinden can te commene tsinen lande, maer[2] moet voorder bevrecht worden, de ghuene die varen up de bevrechtinghe moeten mede[3] volghen, maer de ghuene die varen omme ghelt, de meester, es hemlieden sculdich hare huere te beterne, wille hi of ne wille, lechame over lechame,[4] bider redene dat hi se ghehuert heift bi termine besproken, ende eist dat zii narer laden dan hare voorwoorde ghenomen was, zy ziin sculdich hare heure al ute te hebbene, maer zii ziin sculdich te helpene tscip te bringhene daer hiit nam, eist dat de meester wille bider aventure van Gode; ende dits tvonnesse.

36. § xxi. Het ghevalt dat een scip es te Bordeus of elre, van alzulker kuekne,[5] als men useert in tscip, twee sciplieden mueghen wech draghen een gherechte, also ghedaen als zii jnt scip hebben zouden, ende al zulc brood alsmen daer eit, ende dat ziin zii sculdich te hebbene, naer dat zii eten moghen teere[6] waerf, maer zii en ziin niet sculdigh enighen dranc te draghene uten schepe, ende ziin sculdich varinc weder te kerne,

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[1] *caucioen*] This is evidently a Flemish form of the French "caution."

[2] *maer*] This is the correct reading. Warnkönig and Slyter adopt "men."

[3] *mede*] This is the correct reading. Slyte reads "nade," Warnkönig "nader."

[4] *wille hi of ne wille, lechame over lechame*] These words, which signify "whether he will or not, body over "body," are a Flemish mistranslation of "veue par veue et cours par "cours." The mistake of the Flemish translator may be attributable to the fact that there were contractions in the original MS.

[5] *kuekne*] This word is evidently from an Anglo-Norman source. The Gotland Sea Laws have "spise."

[6] *teere*] Warnkönig has adopted the reading of "teenwaerf" in this place. Slyter suggests that the word is a contraction of "te eenre." "To eneme male" is the reading of the Gotland Sea Laws, which has the same meaning as "te eenre "waerf," "at one time."

it be that they can give him no security [1] to complete the voyage; and this is the judgment.

35. § xx. A master of a ship hires his ship's crew, and he hires some of them for a share of freight, and others with money; they see that they cannot find any freight, to come to their country, and they must go further to procure freight, those who sail for a share of freight must follow after, but those who sail for money, the master is bound to increase their wages, whether he will or not, body over body,[2] by reason that he has engaged them for a fixed term; and should it be that they go to a nearer place than that for which their engagement was, they are entitled to have all their wages, but they are bound to help to bring the ship thither, whence they took it, should it be that the master wishes it, at the adventure of God.[3] And this is the judgment.

36. § xxi. It happens that a ship is at Bordeaux or elsewhere, of such cooked food [4] as they use in the ship, two mariners may take away with them a portion, such as they have in the ship, and such bread as they are used to eat, that they are entitled to have, as much as they can eat at one time, but they are not entitled to have any drink to drink out of the ship, and they are bound to come

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[1] *no security*] The phraseology of the Gotland Sea Laws is different, namely, "or may make them give "security to keep their word and "to complete the voyage." The Bruges MS. is more in accordance with the Guildhall MSS.

[2] *whether he will or not, body over body*] This is the literal English translation of the Flemish text. The true text is "view by view, course "by course," Vol. III., p. 27, which had reference to certain nautical measures of distance, with reference to which mariners were in the habit of contracting for their wages.

[3] *at the adventure of God*] This means probably "at their common "risk."

[4] *cooked food*] "Kuekne" is here the word, which corresponds to the Anglo-Norman word "cusine," literally "kitchen," but which is used to designate food prepared in the kitchen for eating.

dat daer bi de meester niet en verliese tweerc vanden scepe, want waerd dat de meester scade name bi ghebreke vanden weerke, zii ziint sculdich te beterne. Item waerd dat enich vanden ghezellen hem quetsten in zine bederve bi fauten van hulpen, zii zullen ghehouden ziin omme hem te ghenesene, ende te beterne, biden meestere ende ghezellen vander tafele ; ende dit es tvonnesse.

37. § xxii. Het ghevalt [1] dat een meester bevrecht ziin scip enen coopman, ende es besproken tusschen hemlieden, ende ghemaect zeker tiit te ladene, de coopman ne houdes niet, maer houdet scip ende de sciplieden bider spacie van xv. daghen of meer, ende zomwile verliest de meester zine vrecht ende ziin huus [2] biden [3] ghebreke vanden coopman, de coopman es ghehouden dat te beterne met zulker beteringhe, als men zecghen ende oordeneeren [4] zal, daer of zullen hebben de sciplieden teen vierendeel, ende de meester de drie vierendeele, bider redene dat hi de costen doen moet ; ende dit es tvonnesse.

38. § xxiii. Een scipman bevrecht een scip, ende ladet tscip ende zettet te weghe, ende hier binnen [5] es tvoorseide [6] scip bleven inde havene, het ghevalt datten meester ghelt ghebreict, de meester mach wel zenden in ziin land omme ghelt, maer hi en es niet

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[1] *Het ghevalt*] This article is numbered in MS. A. of the Gotland Sea Laws as § xxiii., 36.

[2] *ziin huus*] "Maison" was probably the reading of the original text, which the Flemish translator had before him. See Vol. III., p. 28.

[3] *biden*] Warnkönig reads be den.

[4] *oordeneeren*] "Up ge set" is the phrase in the Gotland Sea Laws. Verwer has "daer op ge set is." Boxhorn reads "op gheset wordt." The Anglo-Norman MSS. omit it.

[5] *hier binnen*] M. Pardessus aptly calls attention to this reading as suggestive that the translator had before him a text corresponding with the Breton text of the Judgments of the Sea, and not with the text of the Gascon MSS.

[6] *tvoorseide*] This is the correct reading, which Warnkönig adopts. Slyter has tvoorsecgde.

back again, that thereby the master may not lose the work of the ship; for should it be that the master suffers loss from the break of work, they are bound to compensate him. Likewise, should it be that any of the crew hurts himself in his duties from want of help, they shall be bound to heal him and to compensate both the master and their companions of the table; and this is the judgment.

37. § xxii. It happens that a master freights his ship to a merchant, and it is arranged between them, and a time is fixed for loading; the merchant does not observe it, but the ship and the crew observe it for the space of fifteen days[1] or more, and sometimes the master loses his freight and his house[2] by default of the merchant, the merchant is bound to compensate for it with such compensation as shall be said and ordered, whereof the ship's crew shall have a fourth, and the master three-fourths, by reason that he must supply their costs; and this is the judgment.

38. § xxiii. A shipmaster freights a ship and loads the ship and sets it forth, and on this side the aforesaid ship remains[3] in harbour, it happens that the master is in want of money, the master may well send to his country for money, but he is not entitled to lose time,[4] since if

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[1] *fifteen days*] The "quinzaine" of the Anglo-Norman mariners.

[2] *his house*] This is so absurd a reading, that it can only be accounted for by the translator having been puzzled by some such word as "mueson" in the Anglo-Norman text, which he had before him. See Vol. II., p. 455.

[3] *remains*] The text of the Bruges MS. differs from that of MS. Horn, and from the Anglo-Norman MSS., which contemplate the vessel having entered a port in the course of her voyage. The Judgments of Damme have "blijft hier binnen," whilst the Laws of Westcapell have "daer "binnen blijvet." The Gotland Sea Laws have "hir binnen blivet," p. 96, and so far agree with the Bruges text.

[4] *time*] "Good wind" is the reading of the Judgments of Damme, and of the Laws of Westcapell. The Gotland Sea Laws have the same reading, "guten wind." The Bruges MS. agrees with MS. Horn and with the earliest Anglo-Norman texts.

schuldich tiit te verliesene, want daer hiit dede, hi es ghehouden jeghen de cooplieden in alle de scade die zii hebben zullen; maer[1] de meester mach wel nemen winen jeghen den coopman ende vercoopen, omme secours te hebbene te ziere bederve, ende als tscip zal wesen ghearrivert te ziere rechter ontlastinghe, de winen, die de meester zal hebben ghenomen, ziin schuldich ghestelt te zine up een fuer also dandere vercocht zullen worden, ende de meester zal hebben zine vrecht van dien wine, ghelike dat hi hebben zal vanden anderen; ende dit es tvonnesse.

39. § xxiv. Een contermeester[2] es leedsman[3] van enen scepe, ende es ghehuert tscip te bringhene tote jnde havene, daer ment ontladen zal, het ghevalt wel, dat in die havene ziin verzekertheden, daer men de scepen leicht omme tontladene, de meester es sculdich dat te voorziene omme hem ende omme zine schiplieden, ende te lecghene balenges, also dat de cooplieden gheene scade en hebben, ende dat zii daer omme niet en verliesen[4] dat scip niet wel ghebalengiert es, want daer de cooplieden scade hadden, de meester eist sculdich te beterne, hi en zecghe redene[5] waer omme dat of ghesle-

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[1] *maer*] This is the correct reading. Warnkönig and Slyter both adopt "ende."

[2] *contermeester*] From what source the Flemish translator borrowed this word is unknown, as it does not occur in any of the Breton or Gascon versions of the Judgments of Oleron. The translator evidently misapprehended its proper meaning. Warnkönig reads "contremeester."

[3] *leedsman*] This is the correct reading, which Warnkönig adopts. Slyter has leidsman.

[4] *niet en verliesen*] This is the correct reading. Warnkönig omits "en." Slyter has "niet verliezen."

[5] *hi en zecghe redene*] These words, down to "zienre redene," are omitted in the Judgments of Damme, and also in the Laws of Westcapell.

he does so, he is liable towards the merchants for all the losses which they may incur thereby; and the master may well take wines from the merchants, and sell them, in order to have succour for his necessities; and when the ship shall be arrived at its right discharge, the wines,[1] which the master shall have taken, shall be valued at the market price at which the others shall be sold, and the master shall have his freight from those wines, like that which he has from the others; and this is the judgment.

39. § xxiv. A mate[2] is pilot of a ship, and he is hired to bring the ship into the haven, where it shall be discharged, it well happens, that in the haven there are secure berths,[3] where the ships are placed to be discharged, the master is bound to provide a berth by himself and his mariners, and to put out fenders[4] so that the merchants shall have no damage, and that they shall lose nothing thereby from the ship not being well fended, since should the merchants have damage the master is bound to indemnify them, should he not show reasons why

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[1] *the wines*] Boxhorn's version of the Laws of Westcapell has the additional words "ofte van anderen "goeden," "or of the other goods." The Gotland Sea Laws have the simpler text, which is the reading of the Anglo-Norman MSS.

[2] *A mate*] This is the proper translation of the word contermeester, who was one of the ship's company.

[3] *secure berths*] The Gotland Sea Laws have "keden eft slote," "chains and gates."

[4] *fenders*] It has been suggested in Vol. I., p. 121, that the word "balingues" in the Black Book of the Admiralty, which occurs in the forms of "balinguea" in the Bordeaux MS., Vol. II., p. 240, and of "bailignes" in the Guildhall MSS., Vol. III., p. 30, may mean shores or cradles to keep the ship upright at low water. There is, however, a French nautical term "Balon" in use in the present day, which signifies a fender put over a ship's side to prevent it damaging another vessel by grinding against it, and the Editor has adopted a corresponding translation of the word "balenges."

ghen zii van ziere redene;[1] ende de leedsman heift hem wel ghequiit, als hi tscip brocht heift in behoudenesse toter verzekerthede,[2] want hi eist sculdich tote daer te bringhene, ende daer na staet fait up den meester ende de ghezellen; ende dit es tvonnesse.

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[1] *van ziere redene*] The entire passage, commencing "hi en zeeghe "redene," and ending "van ziere "redene," is omitted in the Gotland Sea-Laws. See above, p. 98.

[2] *toter verzekerthede*] The Judgments of Damme have "tot der "ketenen voor of in sekerhede," whilst the Laws of Westcapell have only "totter ketenen," which is in harmony with the reading of the Gotland Sea Laws, "tot den keden," p. 100.

he should not give them satisfaction,[1] and the pilot has well discharged himself, when he has brought the ship in safety to her secure berth, since he is bound to bring her there, and thereafter the responsibility is with the master and his companions; and this is the judgment.[2]

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[1] *satisfaction*] The passage commencing "should he not show "reasons, &c." is a variation from the Gascon text, "sil ne dit rason "pourquoi il ne soit abatu de sa "resoun," Vol. II., p. 241, as well as from the text of the Guildhall MS., "sil ne dient resoun pourquoi il ne "soit abatu de sa resoun," Vol. III., p. 31, and is rather more intelligible than either. The Editor's translation of the text proceeds on the assumption that the word "redene" in the second place is used in a sense akin to the French "raison" in the phrase "donner "raison a quelqu'un."

[2] *the judgment*] The Editor has had the valuable assistance of M. Gilliodts van Severen, the learned keeper of the Archives at Bruges, in jointly collating the text as here presented to the reader, with the original MS. Professor Slyter has termed the MS. "Le "Registre Noir," but there is another Register Book in the Archives of Bruges, which bears the name of "the Black Book," and the MS. is known in the Archives as the "Purperenbouc" (from its purple binding), and is so designated in the Inventoire des Archives de la Ville de Bruges, published under the auspices of the Belgian Government, by M. Gilliodts van Severen, Bruges, 1875. There is also a Red Book and a Green Book in the same Archives.

# CODEX DANTISCENSIS.

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# THE DANTZIC SHIP-LAWS.

# CODEX DANTISCENSIS.

Hier beghint die ordinancie die die scip heers ende die cooplude met malc anderen begheren[1] van scip recht.

40. § i. Djts die ordinancie, die die schipheers ende die coopluden met malc ander begheren,[1] van scip recht. Eerst waer dat een scip man brake, iof dat ment tscip doer seilde, waer dattet ware, dochte den coop luden, den stierman, ende den meere hoep van den gheselscape goed datment maken mochte, so sout die scip heere maken, ende bringhen den coopluden haer goed, daer hiitt hem gheloeft hadde, des hem god spaerde voor ongheval, ende waer dat zake, dat men dat scip niet wel maken en mochte noch en conde, so soude die scip heere sinen vollen vracht hebben van elken goede ende merke, dat mit eenen goods penninghe ghewonnen ware,[2] des daer of al so wel ghebercht worde, ende waer dat die coopman gheen ghelt bi hem en hadde, ende woude hem die scip heere niet belouen, so soude die scip heere vanden goede nemen, datter gheberghen

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[1] *begheren*] The precise application of this term is not very clear. It probably means that the Ordinances were drawn up at the common request of the shipmasters and merchants. " Hebben," in the place of " begheren," is the reading of some of the later MSS.

[2] *dat mit eenen goods penninghe ghewonnen ware* ] This reading is adopted in the Gotland Sea Laws, p. 100, but it is omitted in Wagenaar's text, which is from a MS. of the fourteenth (late) or early fifteenth century. It is also omitted from Verwer's text. It is the reading, however, of the unknown MS. which Van Leeuwen has followed, and of several MSS. which have been collated by M. den Tex: Bijdragen tot Regtsgeleerdheid en wetgeving, Amsterdam, 1830, vol. v., p. 170.

# THE DANTZIC SHIP-LAWS.

Here begins the Ordinance[1] which the shipmasters and the merchants have requested in common on Ship-Law.

40. § i. This is the ordinance which the shipmasters and the merchants have requested in common on Ship-law. First, should it be that a ship is stove in or is run aground, wherever it may be, should it appear to the merchants, to the steersman, and to the greater number of the ship's company, that it can be made good, the master must make it good, and carry for the merchants their goods thither, whither he has engaged so to do, if God spares him from mischance; and should it be that they may not and cannot make the ship good, the shipmaster shall have his full freight of the several goods and merchandise which were engaged with a God's penny,[2] out of so much as shall have been saved; and should it be that the merchant has no money by him, and the shipmaster will not trust him, the shipmaster shall take of the goods which were

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[1] *Ordinance*] This MS., which is preserved in the Archives of the city of Dantzic, contains a text, which is in very close accordance with the text which has been adopted in the earliest MS. of the Gotland Sea-Laws. It also agrees in the limited number of its articles with the most ancient version of the Ordinances of Amsterdam, as published by Wagenaer (see Introduction) from the Amsterdam Keurboek.

[2] *engaged with a God's penny*] This translation is somewhat conjectural on the part of the Editor. The term God's penny ordinarily means "earnest money," and the passage may mean, that the master shall have his full freight of those goods, for the carriage of which the contract has been formally completed by the payment of earnest money. The term "ghewonnen" allows of this interpretation. The rule may have been intended to prevent disputes with regard to articles exempt from freight, such as provisions, passengers' bedding or clothes.

ware, also vele als siin vracht beliep voor, also vele ghelts alse die coop man tsine gaf an die marct.

41. § ii. Item waer dat, een scip noot hadde, ende die scip heere beghaerde,[1] dat men tgoet werpen soude, so en soudmen niet werpen, men soude den vracht man vraghen oft siin wille ware, ende waert siin wille niet, ende dochtet den scip heere goed ende hem tween iof hem drien vanden scipmans beter ghedaen dan ghelaten, so soudmen moghen werpen, en woude die coopman, als men te lande quame, so souden die twee of drie, die inden scepe waren ende goede knapen waren, zweren dat het noot zaken deden, ende waer daer gheen coop man in den scepe, ende men noot hadde te werpen, wes dan den scip heere goet dochte met den meere deel van sinen gheselscape, dat soudmen dan daer toe doen, ende wes goed datment werpt, dat salmen rekenen alst an die marct ghelt, penninc pennincs broeder,[2] van al so vele als daer of blivet, alse die vracht daer of betaelt is, ende die scip heere salt ghelden van sine scepe iof van siere vracht, welc die coop luden daer of kiesen, ende hoe dat die scip heere siin scip set, daer moghent die coop luden voor nemen op een ghetide, ende ware datter yement ware in ene scepe daer men worpe, ende hadde hi ghelt of ander goed in siinre kiste, dat soude hi openbaren eer datmen worpe, ende als hiit ghe openbaert hadde, so soude hi ghelden te worpen ghelde van sinen ghelde te rekenen ii. penninge[3] voor een, ende des ghelikes wortet gheworpen so soud ment ooc rekenen ii. penninge[3] voor een. Maer waer daer ander goed in die kiste, dat soud men rekenen ghelike ander goed alst waerdich ware.

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[1] *beghaerde*] This is the perfect tense of the word "begheren," which is used in the title of the Ordinances.

[2] *penninc pennincs broeder*] The phrase means "in simple proportion to the actual value."

[3] *penninge*] The MS. has d' in both places.

saved as much as will amount to his freight, at such a price as the merchant sells his goods at the market.

41. § ii. Likewise should it be that a ship has need and the master desires that they shall cast goods overboard, they shall not cast overboard, they shall ask of the freighters what their will is; and should it not be their will, and the master and two or three of the ship's crew think it better to do it than to leave it, thereupon they may cast over; and should the merchant wish, when they come to land, two or three of those who were in the ship, and were good fellows,[1] shall swear that it was a matter of necessity; and should there be no merchant in the ship, and they have need to cast overboard, what has seemed good to the master with the majority of his ship's company, that shall they do forthwith; and what goods they have cast overboard, they shall reckon them at the market price, penny for penny,[2] in proportion to that which remains, and the freight thereof shall be paid, and the shipmaster shall contribute for his ship or for his freight,[3] whichever the merchants choose, and should the shipmaster offer his ship, the merchants must accept it within one tide; and should it be that there is some one in the ship when they cast overboard, and he has money or other goods in his chest, he should disclose them ere they cast them overboard, and when he has disclosed them he shall pay towards the jetison-money from his own money, to be reckoned at two pennies for one;[4] and should the same be cast overboard, they shall reckon them at the value of two pennies for one. And should there be other goods in the chest, they shall reckon them equally with the other goods, at what thev were worth. And should it be that any one takes money out of his chest

[1] *good fellows*] That is, have conducted themselves manfully.

[2] *penny for penny*] At an equal rate with those cast overboard.

[3] *or for his freight*] The alternative is also adopted in the Gotland Sea Laws, p. 103.

[4] *two pennies for one*] Namely, at double their value in proportion to the rest of the cargo.

Ende waert dattet ghelt yement uter kiste name om siin side, so en soud men daer van niet ghelden. Ende waer datter yement ghelt of ander goed hadde in siinre kisten, ende hi des niet en openbaerde eer datmen worpe, ende worde die kiste, daer dat in ware, gheworpen iof behouden, so en soud men die kiste niet hoogher rekenen dan iii. scilden,[1] also verre als si besleghen ware, ende waerse onbesleghen, so soudmense ghelden al so als si waerdich ware, ende waer datter gheworpen ware een matte met eenen bedde, dat soudmen rekenen voor iii. scilden; ende waer dats te doene ware, datmen loten soude, so soudmen des raets vraghen den coopman, die in den scepe ware, ende dochtet den coopman niet goet, wes dan den scip heere goet dochte mitten meere deele van den gheselscepe, dat soude voert gaen, ende waer daer gheen coopman in den scepe, wes dan die scip heere ende dat meeste deel van den gheselscepe in den scepe goet dochte, dat soud men daer toe doen te loten, ende van lote ghelde te nemen, hoe vele datmen daer op set, ende redelic es, als daer woenlic of es, ende dat lote ghelt te rekenen ende te betalen gheliken worpe ghelde.

42 § iii. Een scip vaert van Aemsterdamme iof van anderen steden, het ghevalt dat hi kerft mast iof cabel iof ancker bi onweder binnen iof buten[2] om tscip ende goed mede te berghen, die scip heere is sculdich den coop luden te vraghen, ende hem te claghen sinen noot, ende dat het is om te behouden liif ende goed ende scip, ende dat sellen si rekenen over tgoet alse van werpen, ende waer dat die coopman seide "Ic en gheve

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[1] *scilden*] The French term "écu" is derived from scutum, a shield. The term "crown" or "crown "piece" is another instance of a coin denominated from the stamp or impress upon it.

[2] *binnen iof buten*] An explanation of these terms, as they occur in the Gotland Sea Laws, has been suggested in p. 107, but they are susceptible of a more general interpretation, namely, "in harbour or out "at sea."

and places it round his sides,[1] he shall not pay for it. And should it be that any one has money or other goods in his chest, and he does not disclose it ere they cast overboard, and should the chest, wherein they are, be cast overboard or be kept on board, they shall not reckon the chest of any higher value than three shield-pieces, if it be iron-fastened, and if it be not iron-fastened, they shall pay for it as much as it was really worth; and should the things cast overboard be a cot with a bed, they shall reckon them at three shield-pieces; and when the thing to be done is that they should take a pilot, they should take counsel with the merchant who is in the ship, and should the merchant think it not good, what the shipmaster with the greater part of the ship's company think good, that shall be done forthwith; and should there be no merchant in the ship, what the shipmaster and the most part of the ship's company in the ship think good, that shall they do to pilot the vessel; and as regards paying pilotage money, so much shall be paid as they shall agree upon and is reasonable, and is there customary, and the pilotage money is to be reckoned and paid like jetison-money.

42. § iii. A ship sails from Amsterdam or from another place, it happens that one cuts away mast or cable or anchor from stress of weather inside or outside [2] in order to save the ship, the shipmaster is bound to ask the merchants and to declare to them his need, and that it is to save life and goods and the ship, and he shall reckon the goods as if cast overboard; and should the merchant

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[1] *his sides*] i.e., attach it to his person.

[2] *inside or outside*] Within or without the banks or polders, which separate the Znyder Zee from the North Sea.

"daer ghene ja woert toe," daer omme en soude die scip heere dat niet laten, maer die scip heere soude dat sweren, als hi te lande quame, met hem derden also dattet hem nootsake dede.

43. § iv. Item een scip vaert van Aemsterdamme iof van anderen steden, een scip heere is tachtere,[1] ende vercoopt goed op den bodem,[2] so is die scip heere sculdich, also verre als die bodem also vele te lande bringhet, dat te betalen an die eerste marct daer hi coomt binnen xiiii. dagher daer na, ende dat sal hi betalen tusschen den minsten ende den meesten, ende waer die scip heere den coop man niet vol en dede, ende cogghe vercofte iof eenen anderen scip heere daer in sette, so mochte die coopman dat scip an spreken binnen jare ende binnen daghe, ende siin ghelt daer of hebben, gheliker wiis iof hi daer jeghen woordich ware. Ende dat sal hi betoeghen mit des scip heeren zeghel, ende soe en mach die scip heere daer niet jeghens segghen.

44. § v. Item een scipheere vervracht siin scip, ende laet siin reyse te doen, ende hier binnen blivet dat scip te legghen also langhe, dat hem ghelts ghebrecket, die scip heere mach wel senden te sinen lande om ghelt, maer hi en moet gheenen goeden wint verlegghen, dede hiit, hi ware sculdich den coop luden hare scade te beteren, maer hi mach wel nemen van der coop luden goed siin nootterfste,[3] ende alse dat scip coomt, daer hi lossen sal, so sal die scip heere dat goed be-

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[1] *tachtere* ] "T'afteren" is the reading in Wagenaar's version, "ten "aghteren" in Verwer's. The Gotland Sea Laws have "to achter," retro, in arrears.

[2] *den bodem*] The bottom or hull of the ship, hence the phrase "bottomry," bodemerie

[3] *nootterfste*] The MS. in the Library of the University of Copenhagen, Arnae-Magn. No. 294, contains two versions of this Ordinance, which have respectively "noottruft" and "noottrufte." The Gotland Sea Laws have "nottroft." Van Leeuwen's text has nootdriifte.

say, "I do not consent thereto to do it," the shipmaster for that reason shall not desist, but the shipmaster should swear, when he has come to land, with two others,[1] that he did it from necessity.

43. § iv. Likewise a ship sails from Amsterdam or from another place, and the shipmaster is behindhand, and sells cargo on the [security of the] hull, the shipmaster is bound as soon as he brings the ship's hull to land, to pay it off at the first market to which he comes, within fourteen days[2] thereupon, and he shall pay it off between the lowest and the highest [rate], and should the shipmaster not fulfil [his duty] to the merchant, and sells his ship or places another master on board, the merchant may make a claim against that ship within a year and a day,[3] and obtain his money therefrom in like manner as if that master was still therein, and he shall prove it with the master's seal,[4] and so make the master unable to say any thing against it.

44. § v. Likewise a shipmaster freights his ship and loads it to make his voyage, and the ship remains here within [port][5] lying so long, that money fails him, the shipmaster may well send to his country for money, but he must not miss any good wind; should he do it, he is bound to compensate the merchants for their loss; but he may well take of the goods of the merchants for his necessities, and as soon as the ship comes where it shall discharge, the shipmaster shall pay for the goods accord-

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[1] *with two others*] "Himself the "third," would be the literal translation of the original text, which agrees with the text of the Gotland Sea Laws, p. 107.

[2] *fourteen days* ] This is the customary rule in modern time.

[3] *a year and a day*] This rule has not been maintained in modern times.

[4] *the master's seal*] This seems to imply that there was in such cases a bond, to which the master's seal was affixed.

[5] *within port*] The text has merel the word "within," which may mean "within the banks," that is, "not going out to sea."

talen, als dat ander ghelt uten selven scepe, tusschen den minsten ende den meesten. Ende die scip heere sal sinen vollen vracht daer of hebben.

45. vi. Item een scip seilt van eenre marct, ende heeft gheladen sinen vollen last, so en is die scip heere niet sculdich eenich ander goet in te nemen, het en si bi oorlof van den coop man, ende dede hi anders, die scip heere soude verboeten also langhe als dat goet waerde dat hi in name, het en ware dat die scip heere seide, "Ghi heeren, ic sal al daer al so vele "goeds in nemen."[1]

46. § vii. Item ghevalt dat hem scip lude verhueren ter tiit haren scip heere. Ende eenich van hem luden gaen uten scepe buten oorlof, ende drincken dronken, ende maken kiif, het ghevalt datter eenich ghewont wort, die scip heere en is hem niet sculdich te doen gheneesen op des scepes cost. Maer hi machse uten scepe doen, ende hueren ander scip manne in die stede van hem luden, ende costen si meer, si sellent betalen moeten, ende den scip heere weder keeren dat si van hem ontfanghen hebben, maer sendese die scip heere in eenighen dienste van den scepe, dat si hem quetsten[2] iof wonden, si siin sculdich te werden gheheelt op des scepes coste.

47. § viii. Item ghevalt dat een scip heere eenen scip man huerte, ende so coomt in eenen twiste, dat die scip heere den scip man oorlof ghevet, hi en mach hem openbaer scout gheven, die scip man heuet verdient half siin loen, ende ghenoecht den scip man te

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[1] *nemen* ] In the Gotland Sea Laws, p. 110, there is added "andes "scholde he id vor beteren," otherwise he shall make compensation, which is an addition to the text of the Amsterdam Ordinances.

[2] *quetsten* ] Verwer omits this word. Wagenaer reads "quetsen," which is the general reading of the MSS. The Gotland Sea Laws have "dar se van worden gewundet." Van Leeuwen's text has "quetsen "uf wonden."

ing as the other goods out of the same ship are worth, between the highest and the lowest price. And the shipmaster shall have his full freight thereof.

45. § vi. Likewise a ship sails from a market, and has laden her full burden, the shipmaster is not entitled to take on board any other goods, unless by the leave of the merchant; and should he do otherwise, the shipmaster shall forfeit as much as the goods were worth which he took on board, unless it should be that the shipmaster has said, "Sirs, I shall take on board so much cargo."

46. § vii. Likewise it happens that the ship's crew hire themselves for a term to their shipmaster, and several of the crew go out of the ship without leave, and drink themselves drunk,[1] and make disputes, it happens that several are wounded, the shipmaster is not bound to have them healed at the ship's cost. But he may make them go out of the ship, and may hire other mariners in the place of that crew, and should they cost more, they shall be obliged to pay for it and to return to the master what they have received from him; but should the shipmaster send them on any service of the ship, so that they be bruised or wounded, they are entitled to be healed at the ship's cost.

47. § viii. Likewise it happens that a shipmaster hires a mariner and he comes into a dispute with him, so that the shipmaster gives the mariner his dismissal, if he cannot find open fault with him, the mariner has earned half his wages, and should it suit the mariner to separate

[1] *themselves drunk*] The Gotland Sea Laws, p. 110, agree with the English idiom. Verwer has a different reading, "drinken haer vol," which agrees with another English idiom, "drink their full."

sceiden van den scip heere, des ghelikes is hi hem weder sculdich; maer waer hi van der maret gheseilt buten int Vlie iof int Maersdiep,[1] ende weder op seylde ende op leide, so hadde die scipman siin volle loen verdient, ende woude die scipman daer of den scip heere, so soude die scip man weder gheven al dat hi op gheboert hadde, ende also vele daer toe.

48. § ix. Item so sal die scip man, waer hi vaert mit enighen man, so is hi sculdich der coop luden goed te havenen, als den scip heere ende den stierman goet denct mitten vracht man, ende voort van elker last rogghen te colen i. grooten, also dicke als sise coelen, ende waert dat si dien rogghe iof tarwe niet havene ende coelen en wouden, dat souden si verbeteren tot des scip heers segghen ende des stuermans, ende wt scieten i. groten, ende voor ii. waghenschots i. groeten, ende i. knaerhouts i. groeten, ende van i. vat asschen i. groeten i. Brabantschen,[2] ende van i. last harinx i. groeten, ende van i. last pix ende tars als die scip heere voert i. groeten. Ende dit voorscreven goed alst hier staet,[3] dat mach die scipman[4] houden an die boert, also langhe want die coopman des scipmans

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[1] *Marsdiep*] Verwer's MS. has a peculiar text. "Ende ware hy "buijten der haven geseild in der "see, of in eene andere haven "buijten dat Vlie of Marsdiep." "And should he have sailed out of "the haven into the sea, or into "another haven outside the Vlie or "Marsdiep."

[2] *Brabantschen*] Verwer reads "van een vat asschen eenen Bra- "banschen." Wagenaer reads "van "een vas assches enen penninge." The Gotland Sea Laws have "van "enem vat aschen enen groten," p. 114. Van Leeuwen's text is "ende üytschieten 3 grooten, ende "voor twee hundert wageschotes "en hundert knart hoiits 3 grooten "Brab. van 3 last harinxs een-en "grooten."

[3] *staet*] Wagenaer reads "dat "hier voirsz staet," which Verwer omits.

[4] *scipman*] The MS. A. of the Gotland Sea Laws has this reading, p. 114, but the Editio Princeps of 1505 reads "scippers." The context favours the reading of "scipman," as the payment for landing the cargo was due to the crew, not to the master. Van Leeuwen's text has stierman.

from the shipmaster, he is liable to him in like manner. But should he have sailed from the market outside[1] into the Vlie or the Marsdeep, and should he sail back again and berth his ship, the mariner has earned his full wages; and should the mariner wish to quit his master, the mariner shall pay back all which he has received, and as much again.

48. § ix. Likewise the mariner, wherever he sails with any person, is bound to keep the goods of the merchant as the master and the steersman with the merchant think right, and he has from each last of rye to fan it i. groat as often as he fans it; and should it be that they will not keep and fan the rye or wheat, they shall compensate for it at the award of the shipmaster and of the steersman; and for shooting out one groat, and for two (hundred) of wainscot one groat, and one (hundred) of planking one groat, and for one barrel of ashes one groat one penny of Brabant,[2] and for one last of herrings one groat, and for one last of pitch and tar when the shipmaster commands a groat; and the above-said goods which are here mentioned the mariner may keep alongside[3] until the merchant has the consent of the mariner.

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[1] *outside*] According to this reading "outside" must be taken to mean "outside the harbour," but within the banks or islands, which are between the Zuyder Zee and the North Sea. Verwer's text admits of another meaning being given to "buten," namely, outside the islands, in the open sea.

[2] *Brabant* ] The reading of Verwer's MS., "eenen Brabant-"schen" is also the reading of one of the MSS. in the Library of the University of Copenhagen. The majority of the MSS. of the Customs of Amsterdam have simply "een "pennink." Een brabansch was an old penny of Brabant, which was equal to two old pennies of Holland. A groat of Tournay contained four Brabant pennies.

[3] *alongside* ] This translation is open to question. The Gotland Sea Laws have "bij der bort," which seems to admit of being translated "close by the ship," whereas "an "die boert," i.e., on board, rather requires the antecedent reading of "scipheere," namely, that the master may keep the goods "on "board," until the merchants have come to an agreement with the crew as to their payment for landing them.

moede heeft, ende voort welc goed daer men een paleye om brenghet, een vat vlas ii. groete, van een half vat vlas i. groeten, van i. pac wants ii. groete, van i. tarninc i. groeten, van i. stic wiins ii. groeten, van i. pipe wiins i. groete. Ende voort waer dat si verswimeden der coop luden goed, alle die an den wiin ghelde[1] deelden, die souden die scade ghelden, ende waer dat die scip mans vragheden den scip heere iof den stierman, iof een touwe, daer si mede, trisen souden, starc ghenoech ware, ende si dan ja seiden, brake dan tghetouwe, dan so soude die scip heere den scade staen die daer of vallen mochte, maer vragheden die scip mans niet, so soud wesen als voorscreven is daer of.

49. § x. Item een scip vaert van Aemsterdamme iof van anderen steden, dat den anderen[2] aen seilde siins sondanckens,[3] dat soude den scade half ghelden, maer dade hiit willens, so soude hi die, dat ander scip aen seilde, den scade alleene gelden.

50. § xi. Item een scip dat laghe in eenre havene tot Aemsterdamme iof tot anderen steden, ende worde drivende op een ander scip, ende hem scade dede, dat souden si half ende half ghelden.

51. § xii. Item een scip, dat coomt in eenre havene, dat sal een dobber op siin ancker doen, ende waer dat hiis niet en dede, ende daer scade bi ghesciede, die scade soude hi half beteren.

52. § xiii. Item een scip dat comet om den Scaghen[4] iof wt Noorweghen, dat salmen lossen binnen xiiii. daghen, ende sinen vracht gheven, ende des gheliics alle scepe vander zee.

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[1] *wiin ghelde*] The winding money or hoisting dues.

[2] *dat den anderen*] "Ende waer," or words of like purport, seem to be required here, to govern the context.

[3] *sondanckens*] ondanckes is Wagenaar's reading.

[4] *om de Scaghen*] "Om den Schaghen" is the reading in Verwer's and Wagenaar's texts, and likewise in Van Leeuwen's MS.

And further, should there be any goods which require a pulley to land them, a barrel of flax two groats, from a half barrel of flax one groat, from a pack of wool two groats, from a fardel one groat, from a piece of wine two groats, from a pipe of wine one groat; and further, should they damage by carelessness the goods of the merchants, all those who share in the hoisting money shall pay the damage; and should it be that the mariners question the shipmaster or the steersman whether the rope with which they intend to trice is strong enough, and they answer "Yes," should the rope break, then the shipmaster shall stand the damage which may result therefrom, but should the mariners not ask the question, it shall be as above written.

49. § x. Likewise a ship sails from Amsterdam or from another place, [should it be] that it sails into another ship without intention, it shall pay half the damage; but should it have done it intentionally, the ship which has sailed into the other ship shall pay all the damage.

50. § xi. Likewise[1] a ship lies in a haven at Amsterdam, or in another place, and it should be driven upon another ship and should do it damage, they shall pay the damage half and half.

51. § xii. Likewise a ship that comes into a haven shall place a buoy over her anchor, and should it be that it has not so done, and damage results, it shall make good half the damage.

52. § xiii. Likewise a ship comes round the Schagen[2] or from Norway, they shall discharge her within fourteen days, and pay her freight, and the like with all ships from the sea.

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[1] *Likewise*] This and the next following article are transposed in Van Leeuwen's text.

[2] *Schagen*] A vessel would pass round the headland of Schagen in coming out of the Baltic to Holland.

53. § xiv. Item een scip dat coomt van Hoemborch iof van anderen landen, dat salmen lossen binnen viii. daghen ende sinen vracht gheven.

54. § xv. Item een scip leit[1] tot Sconen iof anders waer, het si verbonden in Vlaenderen iof en anderen marcten, ende coomt tot Aemsterdamme van noede of van nootsaken, ende dat sweren wil[2] met sinen stuerman ende mit twee scip mannen dat hem nootsaken doet, ende waer die schipheere dat scip niet reede en mochte maken buten omme te seylen, so soude hi dat goet binnen senden op des scip heers vracht ende op des coopmans tollen.

55. § xvi. Item een scipman die coomt tot Aemsterdamme met sinen scipheere, die es sculdich in dat scip te bliven, also langhe want dat scip los is, ende weder gheballast is, dattet legghen mach.

56. § xvii. Item waer dat een scip mit goede seilde an den gronde, ende scip ende goed in vreesen ware te verliesen tscip ende goed,[3] ende mochtmen dan crighen licht scepen dat goed mede wt te lichten, wat die costen, dat soude tscip ende goed betalen, ghelikeu werpen ghelde. Ende waere daer gheen coopman in, als men an den gronde gheseilde, so soudet die scip heere twee scipmans sweren, wildement hem niet verdraghen, dattet scip ende goed in vreesen was an den gronde.

57. § xviii. Item waer datter een scip quame int Maersdiep iof int Vlie, dat also diep ghinghe, dattet hier niet op comen en mochte, ende wonnen men dan licht

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[1] *leit*] Ladet and laet are the readings of the MSS. in the Library of the University of Copenhagen, Arnae-Magn., No. 294, also of Van Leeuwen's text.

[2] *wil*] Die schip heere may have been here omitted by an error of the scribe, but it is also omitted in Van Leeuwen's MS.

[3] *tscip ende goed*] These words are not repeated in the Gotland Sea Laws, p. 118, nor are they found in Verwer's or Wagenaar's text, but they occur in Van Leeuwen's MS.

53. § xiv. Likewise a ship comes from Hamburgh,[1] or from another country, they shall discharge her within eight days, and pay the freight.

54. § xv. Likewise a ship loads in Scania[2] or elsewhere, she is bound for Flanders or another market, and comes to Amsterdam from stress of weather or from want of necessaries, and the master with his mate and with two mariners will swear that he did it for necessaries; and should it be that the master can not make the ship ready to sail outwards, he shall send the goods inwards[3] at the freight of the master and at the tolls of the merchant.

55. § xvi. Likewise a mariner comes to Amsterdam with his shipmaster, he is bound to remain in the ship until the ship is discharged and is re-ballasted, that it may lie [at anchor.]

56. § xvii. Likewise should it be that a ship with a cargo runs aground, and the ship and cargo are in danger of losing the ship and cargo, and they must engage light skiffs in order to lighten out the cargo, what they cost the ship and cargo shall pay just as jetison-money. And should there be no merchant in the vessel, when they ran aground, the shipmaster and two mariners shall swear, should men not believe them,[4] that the ship and goods were in danger on the ground.

57. § xviii. Likewise should it be that a ship has come within the Marsdeep or within the Vlie, which is so deep that it cannot come up here, and they engage

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[1] *Hamburgh*] This city would be nearer to Amsterdam, but further from Wisby, than "Schagen," or any port of Norway.

[2] *Scania*] This is now part of the kingdom of Sweden, but it formerly belonged to Denmark.

[3] *inwards*] That is by inland transit, by canal or land carriage.

[4] *believe them*] That is, on their simple declaration.

scepe, wat die costen, dat soude tscip betalen die twee deel, ende tgoet dat dordendeel, maer dattet scip hier dan niet op en quame, so soude tscip die licht scepen alleene betalen ende loene.[1]

58. § xix. Item als een scip heere tgoed wt sinen ghescepet heeft, so mach hi tgoed bi siinre boort[2] houden voor siin vracht ende voor onghelt datmen daer van schuldich mochte wesen, wil hiis niet gheloosen.

59. § xx. Item waer dat hier licht scepen quamen, die tgoed op ghelicht hadden wt scepen, die vander zee quamen, die soudmen lossen binnen v. daghen na den daghe dat si hier quamen.

60. § xxi. Item waer datter een scip quame voor een voor lant mit noede van weder bi neden een meente haven,[3] ende te rede quame an siin ancker, ende onbekant ware, ende wonnen eenen leidsman of leidsaghe[4] dat scip ende goede te havenen, wes die leidsaghe daer of hebben soude, dat soude betalen dat scip ende dat goed ghelike werp ghelde.

61. § xxii. Item wat scepe comen int Vlye iof int Maersdiep van ommelant,[5] ende hier op willen wesen, ende is datmen daer een leitsaghe wint tscip ende tgoed hier op te brenghen, des sal die scip heere den leitsaghe

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[1] *ende loene*] This is likewise the reading of one of the MSS. in the Library of the University of Copenhagen.

[2] *bi siinre boort*] This phrase may mean "on board," as the phrase "by der bort" is used in that sense in the Gotland Sea Laws. On the other hand "an die bort" is the reading of Art. 8 of these laws, which corresponds with Art. 48 of the Gotland Sea Laws, and both Verwer's and Wagenaar's texts observe the same distinction.

[3] *een meente haven*] The word "meente" is omitted in one of the MSS. in the Library of the University of Copenhagen, also in a MS. in the Archives of the Hague. It is however the reading of most MSS., and the Gotland Sea Laws have "maente havene," p. 120.

[4] *leidsman of leidsaghe*] "Leit-"sage" alone is the reading of most MSS. of the Sea Laws of Amsterdam as well as of the Gotland Sea Laws, p. 122. Van Leeuwen's text has "ende wonnt "eene leytsman dat scip havene."

[5] *ommelant*] Verwer reads "Ame-"land," Wagenaar Ommelant. The reading of the earliest MSS. of the Gotland Sea Laws is "Ummelant." It is remarkable that the reading of

lighters, what they cost, of that the ship shall pay two parts, and the cargo the third part; but should it be that the ship does not come up here, the ship alone shall pay for the lighters and the wages.[1]

58. § xix. Likewise when a shipmaster has put goods out of the ship, he may keep the goods alongside[2] for his freight, and for the expenses for which they may be liable, if he does not entrust them.

59. § xx. Likewise should it be that lighters come here, which have lightened the goods out of ships which have come from sea, they shall discharge them within five days[3] after the day on which they have come here.

60. § xxi. Likewise should it be that a ship has brought up under a headland from stress of weather short of an intended haven, and rides at her anchor, and is without knowledge of the locality, and she engages a navigator or pilot to preserve the ship and goods, what the pilot shall receive for so doing, the ship and the goods shall pay that alike, as in jetison money.

61. § xxii. Likewise should a ship come within the Vlie or the Marsdeep[4] from Ommelant,[5] and is desirous to come up here, and it is the fact that they engage a pilot to bring the ship and goods up here, the shipmaster shall

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[1] *and the wages*] The words "ende "loene," are not in the Gotland Sea Laws, p. 120, but they occur in both Verwer's and Wagenaar's texts, and likewise in Van Leeuwen's text.

[2] *alongside*] This may mean in the lighters, or on the quay.

[3] *five days*] This is also the reading of the Gotland Sea Laws, p. 120. In Verwer's and in Wagenaar's text the words are vijf werke-dagen, five work-days. Van Leeuwen's text accords with the Copenhagen text.

[4] *Marsdeep*] There is mention of the Marsdeep as a port in a charter book of Friesland under the year 1303. The deep channel, however, so called, was not opened until 1400.

[5] *Ommelant*] The translation follows the original text, which may be either the old form of writing the name of the island, which is situated to the north of the Vlie, or may have a generic meaning, signifying "lands within the Zuyder "Zee." The same phrase "omme "lant" occurs in the early Code of maritime laws compiled by Albrecht von Bardewic, at Lubeck, in 1299, where it is used to signify ports within the Baltic Sea, as distinguished from ports in France or in England. See below, p. 364.

den cost gheven, ende die coop lude sellen den leitsaghe loenen van haren goede.

62. § xxiii. Item enich scipman die sinen scip heere ontliepe mit sinen ghelde, dat di hem ghegheven hadde, des hem die scip heere mochte betughen mit tween scipmans, so hadde die scipman die ghalghe verdient.[1]

§ xxiv. Item waer dat sake dat een scip heere een scipman bevoere mit quaden fayte, ende hine daer of mochte betughen mit tween scipmans, dien scipman, die hi al so bevoere, soude hi orlof moghen gheven an dat eerste lant daer die scip heere quame, sonder yet daer an te verboren jeghen den scipman, noch gheen loen hem te gheven.

63. § xxv. Item waer dat een stierman iof een scipman hem bestadede mit eenen scip heere ende die stierman iof die scipman een scip cofte, dat hi selve voeren wilde, so soude hi quite moghen[2] wesen vanden scip heere, maer hadde hi loen van den scip heer op gheboert,[3] dat soude hi hem weder gheven.

64. § xxvi. Item waer dat een stierman iof een scipman hem bestade mit eenen scip heere, ende die stierman iof die scipman een wiif name, ende op ten lande bliven woude, die soude quiit wesen vanden scip heere, maer hadde hi ghelt iof loen van den scip heere ontfaen,[4] dat soude hi hem weder gheven.

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one of the MSS. of these Sea Laws in the Library of the University of Copenhagen is "Binelant," whilst the Danish translation of the Gotland Sea Laws has "Binlanden." Boxhorn's text has "Ummelant."

[1] *verdient*] This and the following article form one article in Boxhorn's MS.

[2] *moghen*] This word is omitted in most MSS. The same idiom is used in Art. 2.

[3] *maer hadde hi loen van den scip heer op gheboert*] This reading agrees with Wagenaar's text. The Gotland Sea Laws read "unde wad he up ge "boret hadde."

[4] *maer hadde hi ghelt iof loen van den scip heere ontfaen*] The Gotland Sea Laws read "men hadde lon efte "gelt up ge boret." Wagenaar reads "maer hadde hy ghelt of loen van "den sciphere ont faen."

pay the expenses[1] of the pilot, and the merchants shall pay the pilot's hire from their goods.

62. § xxiii. Likewise a mariner who deserts his shipmaster with the money, which he has paid to him, if the shipmaster can prove this against him with two mariners, the mariner has merited the gallows.

§ xxiv. Likewise[2] should it be the case that a shipmaster discovers a mariner with a bad thing,[3] and he can prove it against him with two mariners, he may give the mariner, whom he has so discovered, his dismissal at the first land where the shipmaster arrives, without having to forfeit any thing to the mariner, and without having to pay him any wages.

63. § xxv. Likewise should it be that a steersman or a mariner engages himself with a shipmaster, and the steersman or the mariner buys a ship,[4] which he will himself command, he shall be entitled to be released from the shipmaster, but, should he have received any wages, he shall pay them back to him.

64. § xxvi. Likewise should it be that a steersman or a mariner has engaged himself with a shipmaster, and the steersman or mariner has taken a wife,[5] and wishes to remain on shore, he shall be released from the shipmaster, but, should he have received money or wages, from the shipmaster, he shall pay it him back again.[6]

[1] *expenses*] That is, the food and drink of the pilot.

[2] *Likewise*] This is not a separate article in the Gotland Sea Laws, but is a continuation of Article 62.

[3] *with a bad thing*] This may mean "a malady of a contagious "kind," which is in modern times a justification for a shipmaster to put into port and land a mariner labouring under it. The other interpretation, which has strong supporters, is that the phrase applies to "misconduct" (misdoet).

[4] *buys a ship*] See the Gotland Sea Laws, p. 125.

[5] *taken a wife*] This privilege was one of public policy, observed in the Mediterranean equally as in the Baltic Sea. See Vol. III., p. 221. But the mariner could only avail himself of this privilege before the vessel commenced her voyage; he could not quit the vessel on such an excuse during her voyage.

[6] *back again*] Wagenaar's version of the Amsterdam Sea Laws terminates here. Verwer's version contains six more articles, which are not incorporated in the earlier MSS. of Gotland Sea Laws, nor in the Editio Princeps of 1505. Boxhorn's MS. has three more articles.

# JUS MARITIMUM LUBECENSE,

IN USUS

OSTERLINGORUM DESCRIPTUM,

ANNO 1299.

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# CODE OF MARITIME LAW,

DRAWN UP AT LUBECK

FOR THE USE OF THE OSTERLINGS,

A.D. 1299.

# JUS MARITIMUM LUBECENSE IN USUS OSTERLINGORUM.

In deme namen der hileghen Drevaligheit, des Vaders [1] und des Sones und des velhileghen Gheistes. So leten scriven dit Recht de Heren de Ratmanne van Lubeke dor nut und endrachtigheit erer menen Borgere unde willet wol dat it wiehlich sy alleswenne de nu sint unde den ghenen de noch tho cümftich sin, de dese scrift anseet und horet lesen de grotet se unde wünschet en ewighe salicheit to unseme Heren Gode. Unde spreket aldus.

I. Wi willet unde bedet, dat man dat strenghliken unde vaste holde. So wellich man de unse Borghere is, de to Vlanderen cümt, in de havene de dar Swen gheheten is, de egenes Ghudes also vehe hevet an copmanschap alse xiii. schillinghe [2] Enghelsch eder mer, de

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[1] *Vaders*] A similar solemn form of words is prefixed to the earliest Code of Laws of the city of Hamburgh, to which is assigned the date of A.D. 1270. "Im nahmen des "Vaders, unde des Sones, unde des "Hilghen Geestes is dit Ordeel-Bok "beschreven, unde is gedeelet an xiii. "Stücke." The Hamburgh Code is divided into thirteen parts, and the thirteenth part contains ship-laws for the government of the Hamburgh factories in Flanders and in Holland, and it has several articles which are almost identical with articles of this maritime Code, which was drawn up specially for the use of the Lubeck factories in Flanders, by Albrecht van Bardewic, Chancellor of Lubeck. The Hamburgh Code in full has been published by Westphal in his Monumenta Inedita Rerum Germanicarum, iv., p. 2083 under the title of "Codex Antiquissimus Juris Hamburgensis, vulgo "Liber Ordaliorum, anni MCCLXX."

[2] *schillinghe* ] The same word occurs in Westphal's text of the Hamburgh Laws. In a text of the same laws, published by Anderson in his Hamburgisches Privat-Recht, sol. is written in the place of schellinge, but sol. is not quite consistent with the rest of the text. M. Pardessus, who has adopted Anderson's text, writes 13 sol., which he translates thirteen shillings. Lois Maritimes, tom. iii., p. 337.

# MARITIME LAW OF THE OSTERLINGS IN FLANDERS.

In the name of the Holy Trinity, the Father and the Son and the Holy Ghost. The Lord Senators of Lubeck have had these Laws [1] written at the request of their burghers, and to maintain harmony amongst them, and will that they shall always be in force; and to those to whom these presents shall come, who shall see and hear them read, they send greeting and good wishes for their everlasting salvation in our Lord God. And they speak [2] as follows:

I. We will and ordain that this be firmly and fast held. So soon as any of our burghers comes to Flanders in the haven, which is called the Swen,[3] for whatever goods he may have as merchandise of the value of thirteen shillings English or more, he shall pay twelve

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[1] *these Laws*] This is the earliest dated Code compiled in any of the maritime cities of the Baltic, which contains exclusively maritime laws. It is illustrative of the origin of such early compilations, namely, that written laws were required for the government of trading factories established in foreign countries.

[2] *they speak* ] That is, the laws, dit Recht.

[3] *the Swen* ] This was the large estuary, commonly known as the Zwin or Zwyn, which in A.D. 1180 came within a Flemish mile of Bruges, where a dyke was constructed to protect the city of Bruges from further inroads of the sea. On this dyke sprung up a town called "Dame," whence the Judgments of Oleron were introduced into Flanders, and passed current in Flanders and in Holland under the name of the Judgments of Dame or Damme.

schal gheven xii. penninge Enghelsch tor Hense. Der schal men de twe del lecghen in de büssen, dat recht mede to sterckende unde dat unrecht mede to werende, unde dat drüdden del van den xii. penningen Enghelschen schal de olderman und de Hense brodere undelicken vor don na ereme willen.

II. Wi bedet och ene iewelicken manne unseme borgere, de ein schiphere is unde to deme Hocke licht mit sineme schepe oder anderswar in deme Swene, de dar comen mach to deme Hocke, de schal socken sine banck enes iewelichen Sunnendaghes, unde alse dicke, alse des not is, dat de olderman en dat unbüt, so we so des nicht ne doit, de schall it beteren mit iiii. penninghen[1] Enghelschen, et ne si dat eme dat not beneme oder that he van deme oldermanne orlof hebbe ghebeden; wat hir van cümt, dat schal de olderman unde de Hense brodere blidelen an goder Companie vor don.

III. So wellic scipman[2] de sie hevet vormedel, to eneme unseme borgere, de schal söken enes iewelikes Sunnendaghes de bank der Heren van Lubecke like eneme borgere. Doit he des nicht, he schal et beteren deme oldermanne unde den Hense broderen mit vi. penninghen Vlamesch, so wat darvan cümt, dat schal de olderman mit sinen Hense Brödern vor don.

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[1] *penninghen*] In the Hamburgh Code of Laws the fine for a corresponding neglect is only two pennies English (twen penninghen Englis). It seems to have been the habit of thes. times for the members of a factory to assemble every Sunday at a morning council (morghensprake) over which the dean or alderman presided.

[2] *scipman*] There is no corresponding provision in the Hamburgh Law affecting all mariners in the employment of Hamburgh citizens.

pennies English to the Hanse. Two thirds of this sum shall be paid into the chest which is intended to maintain right and to restrain wrong, and the third part of the twelve pennies English, the alderman and the brethren of the Hanse shall deal with at their free discretion.

II. We ordain that every person, who is a burgher of ours, who is a shipmaster and lies with his ship at Hocke,[1] or any where else in the Swen, whence he may come to Hocke, shall repair to his bench every Sunday morning, and as often as need be and the alderman requires it, so that he who does not do so, shall be fined four pennies English, unless he is absent from necessity or has obtained leave from the alderman; the income of these fines the alderman and the brethren of the Hanse shall dispose of for the good of the Company.[2]

III. Every mariner who has engaged himself to one of our burghers, shall repair every Sunday to the bench of the senators of Lubeck, like one of our burghers. If he fails to do so, he shall pay a fine to the alderman and brethren of the Hanse of six pennies Flemish; the income from these fines the alderman with his brethren of the Hanse shall dispose of.

[1] *Hocke*] In an early map of Flanders of the fourteenth century, a copy of which is appended to the first volume of Flandrische Staats und Rechtsgeschichte bis zum 1305, by Professor Warnkönig, "Houke" is marked down on the western side of the channel which led up to Dame, whilst Oostkerke, where the burghers of Hamburgh had their factory, is a little more southward on the same side of the channel. Sluys was founded at a later period on the east side of the same channel, and north of Houke, as the estuary of the Zwyn was then receding.

[2] *for the good of the company*] The Editor has some misgivings as to this translation. The Hamburgh Laws give no directions how the fines levied on Hamburgh citizens under corresponding circumstances were to be disposed of, but it was a law of the Hanseatic League that all fines should be paid into the treasury of the factory.

IV. Wi biddet unde bedet och eneme iewelicken copmanne,[1] de unse borghere, de to deme Hocke licht, dat he söke de banck des Sunnendaghes dor sines stades ere.

V. So we gheladet wert vor den Olderman in de banck umme claghe, dat schal man dar utweren mit minnen,[2] oder mit rechte.

VI. Kumt aver dejenne nicht, de aldus geladen is, vor den olderman, de schal et beteren mit xii. penninghen Enghelschen, dher schal men de twe del don in de büssen, unde dat drüdden del schal vlideliken vor don de Olderman mit den Hense broderen an ghoder[3] Cumpenie.

VII. So wellich schipman nederfellich wert van se weghene unde nicht ne doit, dat he schuldich is to donde in deme schepe, de ne schal to dher reise nen lon upbören noch och voringhe. It ne were also, dat he bevanghen worde mit menscheliker süke. Were aver also, dat het verböret mit rechte, so schall de schiphere unde de schipman nemen to der reise beide sin lon unde voringhe des schipmannes unde delent gelicke.

VIII. It ne mach neman en ordel[4] beschelden in der banch vor deme oldermanne, he ne möghet bewisen mit ener marc silvers, offt he nederfellich wert de

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[1] *copmanne* ] The Hamburgh Laws required every citizen of Hamburgh to present himself every Sunday at the morning council, which rule, as it would include merchants, made it unnecessary that they should be specified separately in those Laws, as in this article.

[2] *mit minnen* ] Dreyer translates these words "via compositionis amicabilis." The phrase means literally "with love," in other words, by amicable arrangement.

[3] *ghoder*] This word should probably be written "goder," as in Article ii.

[4] *en ordel*] The Code of the Laws of Hamburgh above referred to is styled in the Introduction to it "Dit Ordeel-Bok," in other words, "This Book of Judgments." Ordel is also used in the sense of a judg-

IV. We enjoin and ordain equally every merchant, who is a burgher of ours, who lies at Hocke, that he should repair every Sunday to the bench to do honour to his city.

V. If a person be cited before the Alderman at the bench upon a complaint, it shall be settled either by amicable arrangement or by a judgment.

VI. If the person thus cited should not come before the Alderman, he shall be fined twelve pennies[1] English, of which two thirds shall be paid into the chest, and one third the Alderman with the brethren of the Hanse shall dispose of at their discretion for the good of the Company.

VII. Whatever mariner shall be disabled by reason of the sea,[2] and is not able to do that which he is bound to do in the ship, he shall for that voyage not receive any wages nor free stowage. It shall not be the same, if he be sick with some human infirmity. But should it be that he has justly lost his rights, the shipmaster and the mariners shall take for that voyage his wages and his free stowage, and share them alike.

VIII. No person shall appeal from a judgment of the bench of the alderman unless he deposits a mark of silver,[3] in case he who has appealed from the judgment

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[1] *twelve pennies*] The Hamburgh Laws imposed a fine of the same amount upon citizens of Hamburgh, who contumaciously absented themselves when cited before their alderman.

[2] *by reason of the sea*] This probably means "by sea sickness." In the Laws of Hamburgh it is provided that, if a mariner is disabled by sea sickness, or is obliged to keep his bed, he shall repay all his wages, which shall be divided in equal portions between the master and the mariners.

[3] *a mark of silver*] The Laws of Hamburgh fixed the deposit on the part of an appellant at five farthings, the farthing (verding) being one fourth part of a mark.

ghenen de dat ordel beschilt. Unde so we dat beschelt de schal et to Lubecke then uppe dat hus vor dhen sittende Rat.

IX. So wellich schipknape des nachtes buten demen schepe licht sunder orlof des schipheren unde der schipman, de schall et betheren mit xii. penninghen Vlames, de scholen like vor don de schiphere unde de schipman.

X. Ein iewellich schiphere schal voren eneme iewellicken schipmanne iiii. punt swares umme lant[1] unde van Rotseel en vat wines unde ver hode soltes, van Enghelant unde van Irlande enen zack wullen van twen waghen,[2] unde möth en schipman sine voringhe nicht sulven laden, de schiphere scal eme gheven dar he sine schipvracht upnimt, van deme punde also eme sulven to böret twischen deme minesten unde deme mesten.

XI. So wanne ein schip in dat Swen cumt, unde de schiphere dat schip voreöft, so is ledich de stureman unde de schipmanne. De schiphere schal geven den schipluden vol lon unde volle voringhe, dar mede sint se scheden.

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ment in the Wisby Stadslag, lib. i., ch. 4, "wil we en ördel beschelden," if we would appeal a judgment, and l. ii., ch. iii., "queme jenich in unse "richte de in eneme anderen richte "vorwunnen were mid ördele," if any one shall come into our kingdom with judgments, which he has obtained in another kingdom.

[1] *umme lant*] A like expression occurs in Art. 61 of the Gotland Sea Laws, about the meaning of which there has been much discussion. The word "umme" means "around" or "about." "Al ummet "land," for "al umme dat land," where it occurs in the ancient Wisby Stadslag, is translated by Slyter "circum totam Gotlandiam." Van umme lant is probably the correct reading here, signifying trade within the Baltic Sea, as in the Amsterdam Sea Laws, art. xxii., it meant trade within the Zuyder Zee. See above, p. 358.

[2] *waghen*] Two waghes of wool are said to be equivalent to a pack of wool in the Wisby Stadslag, l. iii., p. iii., ch. xv. The waghe was a measure of variable weight. It is applied in the Domesday of Ipswich to cheese and to salt. Vol. II., pp. 192, 194.

should be cast. And the appeal shall be carried before the Senate at Lubeck assembled in their Senate House.

IX. If any mariner sleeps out of the ship at night without leave of the shipmaster and the crew, he shall be fined twelve pennies Flemish,[1] which shall be at the free disposal of the master and crew.

X. Every shipmaster shall allow to every one of the crew a free stowage of four pounds weight in the home trade, and from Rochelle a ton of wine and four hods[2] of salt, from England and from Ireland a sack of wool of two weys;[3] and if a mariner cannot load his free stowage for himself, the shipmaster shall give to him an equivalent, when he receives the ship's freight, in proportion to what he himself carries, at a rate between the highest and lowest freight.

XI. If a ship comes to the Swen, and the shipmaster sells the ship, the steersman and the crew are released. The shipmaster shall give to the ship's company their full wages and their full free stowage, whereupon they are disengaged.[4]

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[1] *twelve pennies Flemish*] The fine under the Laws of Hamburgh under similar circumstances was four pennies English. Under the 4th article of the Gotland Sea Laws it was two groats of Tours.

[2] *hods of salt* ] A hod (hodius) of salt was equal to a last and a half, according to Hamburgh measure. The Laws of Hamburgh allowed five hods of salt as the free stowage of the mariner.

[3] *weys*] A wey was five hundred pounds.

[4] *disengaged*] The Hamburgh Laws had a further provision, that the master should find the ship's company a ship to carry them and their free stowage home.

XII. It ne schal ok nen schiphere sinen schipmanne orlof gheven ofte laten op eneme lande, he ne hebbet witliken broke ghedan, de eme ghat an sine ere, also en schal oc nen schipman sic begheven sines heren.

XIII. It ne mach ok nen schiphere sine schip vor Sunte Mertines daghe up lecghen to winter laghe sunder der vracht lude willen. Na Sunte Martines Daghe ne schal oc nen schiphere to der see seghelen, et ne si[1] erer beider wille, des schipheren unde siner vrach lude.

XIV. So wor en schip vordervet in der openbare se, so dan ghut also men up der wilden se vletende vint, so we dat vorberghet unde to lande bringet, de schal hebben den twintegsten del. Isset aver also, des Ghott nicht en wille, dat schade schude in der se up eneme reve,[2] dat en schip vordorve, de ghenen de dat ghut bröchten to lande, de scholen hebben de hundertste marc.

XV. Weret ok also, dat lude vunden ghut drivende an eneme vorstrande, oder dat en schip to breke binnen ener havene oder op en anker seghelde, dat et lestede so wo danne wis dat unghemac te eneme schepe toqueme, de dat ghot holpe berghen unde to lande bringen, den schal man gheven arbeides lon, also truwe werde lude spreket, dat se verdhenet

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[1] *et ne si*] The Hamburgh Laws have "to der vruchtlude willen," that is, with the consent of the freighters. It is somewhat singular that of the two versions of the Maritime Law of Bremen that of Oelnek's agrees in this article with the Law of Hamburg, whilst that of Rheden agrees with this Law of Lubeck.

[2] *reve*] The same word occurs in a Latin letter from the Consuls of Hamburgh to the magistrates of Lubeck of about A.D. 1261, on the subject of salvage: "Si contin-"gerent hec, ut dictum est, in "*vorende*, tunc esset marcha tri-"cesima deinde justum dare; si "vero supra *revam* wlgariter dictam, "tunc daretur vicesima marcha."

XII. No shipmaster may dismiss or leave behind a mariner in any country unless he has committed a crime;[1] in like manner no mariner may abandon the service of the shipmaster.

XIII. No shipmaster may lay up his ship in winter quarters before St. Martin's day[2] without the consent of the freighters. After St. Martin's day no shipmaster shall go to sea, except with the consent of the shipmaster[3] and his freighters.

XIV. If a ship be lost in the open sea, so that persons find goods floating[4] on the wide sea, and they salve them and bring them to land, they shall have the twentieth part. Should it be however, which God forbid, that an accident arrives at sea upon any reef, so that the ship is lost, those who have brought the goods to land, shall receive the hundredth mark.[5]

XV. Should it be that persons find goods driving upon a beach, or that a ship breaks up within a harbour, or runs upon an anchor which damages it, or that misfortune in any way happens to a ship, to those who help to salve the goods and to bring them to land, wages shall be paid for their work, as trustworthy persons[6] shall decide that they have deserved, and the persons

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[1] *a crime*] The Hamburgh Laws had a similar provision.

[2] *St Martin's day*] The Gotland Sea Laws (Art. 8) recognised St. Martin's day as the end of the season for which the charterer was held to have engaged a ship.

[3] *shipmaster*] The ship's company seems to be here the proper reading.

[4] *floating*] This would seem to be a case of derelict. In such case the twentieth part was given to the salvors by the Laws of Hamburgh.

[5] *the hundredth mark*] This seems a somewhat niggardly remuneration for the salvors. It appears from a letter from the Consuls of Hamburgh addressed to the magistrates of Lubeck, A.D. 1261, that the rule at Hamburgh in such cases was to give to the salvors the twentieth mark.

[6] *trustworthy persons*] Corresponding to the "boni homines," or "prudhommes" of the Mediterranean sea-ports. "Boni viri "idonei" are spoken of in the letter of the Consuls of Hamburgh above mentioned, as judges in the case of collisions between ships.

hebben, unde dat scholen denne de deiennen uthgheven, den dat ghut to horde, er dat schip verdarf.

XVI. So wor en schip to breke, unde brighet de bodeme enes iewillichen vrachtmannes ghudes also vele to lande, dat et sine schipvracht betalen mach, de schall gheven sine schipvracht, de me aver neghen ghut to lande ne cumt, de darf neghene schipvracht betalen.[1]

XVII. So wor ein schip rit in der rede, unde cumt dar ghut drivende vor der stüre oder in der bort, ofter achter deme stüre. de dat ghut upthüt, unde aldus berghet, de schollen hebben de hundersten[2] marc van deme ghude, dat scholen de ghenne uttrichten, des dat ghut ere is.

XVIII. So we so huret en schip unde schepet he dar in ofte nicht, unde will he utschepen, er dat schip to seghele gheit, he schall geven halve schipvracht. Seghelt aver dat schip ene kenninghe weghes to dher se vort, he schall gheven vulle schipvracht[3] deme schipheren.

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[1] *betalen*] A Hamburgh Law of 1306 was in these terms: "So vor "eyn schip to brikt, unde so wat "van deme ghüde gheberget werd, "dar schal de schiphere de vracht "af hebben. Wes aver nicht ghe-"berget wert, schal he nene vracht "hebben." Under this law it was not required that any part of the hull of the ship should have come to land with the goods in it.

[2] *hundersten*] The Laws of Hamburgh of 1270 awarded the twentieth part of the value for salvage remuneration in such cases.

[3] *vulle schipvracht*] A very ancient municipal ordinance of the magistrates of Sleswig, which is preserved in a MS. of the town of Evaeltoft, to which it was communicated by the town of Horsne, and of which the Latin text is probably of the twelfth century, is to this effect, "Si "quis conduxerit navem et in potu "testes adhibuerit, si in navem res "suas attulerit et postea ire noluerit, "reddat naulum integrum. Si "nichil intulerit, reddat dampnum." It appears to have been a custom at this time for merchants and shipmasters to drink a glass of beer or of wine together after a contract was made, in signum emptionis.

shall pay those wages, to whom the goods belonged, before the ship was lost.

XVI. If a ship breaks up, and the hull brings to land so much of a freighter's goods, that they would suffice to pay the freight, he shall pay the freight;[1] but those who have had no goods brought to land, shall pay no freight.

XVII. If a ship is riding in the roadstead, and goods come driving before the stern or alongside, he that takes up the goods and salves them, shall have the hundredth mark of those goods, which those persons shall pay to whom the goods belong.

XVIII. If a person hires a ship and loads her or not entirely, and wishes to unload her, before she sets sail, he shall pay half the ship's freight. But if the ship has sailed a kenning's[2] way seawards, he shall pay the shipmaster his full freight.

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[1] *pay the freight*] The earliest Laws of Hamburgh had a similar provision, which is also found in the earliest maritime codes of Bremen, and of Oldenburg. A later law of Hamburgh varied the provisions, so that the master should have his freight, if a ship went to pieces, of all the merchandise which might be salved, although no part of the hull should have come to shore.

[2] *kenning*] This phrase is applied in the Rutter of the Sea to signify the distance from one headland to another in sight. Vol. I., p. 115. The Maritime Law of Hamburgh of A.D. 1270 has a similar provision in case a vessel has sailed out to sea a distance of three miles, so likewise an early code of Riga of A.D. 1270. The word "kenning" is used under similar circumstances in the Wisby Stadslag, l. iii., p. iii., ch. viii.: Segelt en scip uter havene also verre dat id comet ut der kenning, unde komet weder in. "Should "a ship sail out of port so far as to "be out of sight, and come back "again."

XIX. So wellick man sin schip selven schepet mit sineme gude, de ne gift nen windelgelt.

XX. Van eneme hundert cornes gift men in unde ut to schepende twe schillengh Enghelsch unde to tollende[1] enen schillengh Engelsch. Van der last wasses iiii. penninghe Engelsch in unde ut. Van der last coppers unde tenes, blies unde teres pekes unde teres iiii. penninghe Engelsch in unde ut. Van eneme aschen vate dat en punt weghet, enen penningh Engelsch in unde ut.

XXI. Van eneme hundert waghen schotes unde lit holtes unde twee hundert stopholtes ver penninghe Engelsch, in unde ut. Van eneme vate smeres,[2] dat van ver amen is, ver penninghe Englisch, in unde ut. Van eneme vate medes dre penninghe Engelsch, in unde ut. Van ener meisen medes vi. penninghe Engelsch. Van eneme vate wines van Rotzele, ofte van eneme oly vate vi. penninghe Engelsch in unde ut. Van eneme Rineschen vate enen schillinc Engelsch, in unde ut. Van vi. vighen corven enen penning, van dren mandel sekin enen penninch. Van twen waghen vlocken enen penningh. Van der twe[3] wandes twe penninghe Engelsch in unde uth.

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[1] *tollende*] Kolleude is probably the correct reading. Colende is the reading of Art. 48 of the Gotland Sea Laws, and likewise of Art. xvi. of the Sea Laws of Hamburgh of A.D. 1270. "Heelende" is the reading of a corresponding law of Riga of A.D. 1270. Vorkoelen is the word used in the Laws of the Hanseatic League of 1391, which is compounded of vor and koelen.

[2] *smeres*] There is some uncertainty as to the true meaning of this word, whether it means "butter" or "lard." In the Tariff of Custom Duties established at Bruges in A.D. 1262, smers is distinguished from botren, and in the Latin version of the tariff smers is translated unguentum, whilst botren is buttirum.

[3] *der twe*] Such is the reading of Dreyer, but M. Pardessus has with good reason suggested that the proper reading is "der tere" instead of "der twe," tere being a package of cloth.

XIX. If a person loads his own ship with his own goods he does not pay his crew hoisting money.[1]

XX. For a hundredweight of corn one pays to load or unload[2] it two shillings English, and to stir it about[3] one shilling English. For a last of wax four pennies English to load or unload. For a last of copper, and tin, lead, pitch, and tar, four pennies English to load and to unload. For every barrel of asshes, that weighs a pound, a penny English to load or unload.

XXI. For every hundredweight of wainscot and of end-boards and every two hundred of barrel staves, four pennies English to load or unload. For a barrel of lard which is of four ames,[4] four pennies English. For a barrel of potash three pennies English to load and unload. For a ton of potash six pennies English. For a barrel of wine of Rochelle, or for a barrel of oil, six pennies English to load or unload. For a barrel of Rhenish wine one shilling English to load or unload. For six frails of figs, one penny, for three sacks of almonds one penny. For two weys of flock wool one penny, for a tyre of cloth[5] two pennies English to load or unload.

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[1] *hoisting money* ] The Law of Hamburgh made similar provision.

[2] *to load or unload*] Literally "in "and out," that is, in and out of the ship.

[3] *to stir it about*] That is, in order to prevent it heating or becoming musty from want of air.

[4] *four ames*] Two hundred and eighty pounds Hamburgh weight.

[5] *a tyre of cloth*] Tyra pannorum is spoken of in a privilege granted by William of Bavaria, Count of Holland, in 1357. The tyre was a pack of cloth which seems to have varied in different countries, sometimes containing twenty, sometimes twenty-four pieces of cloth. In the Wisby Stadslag lib. iii., pars iii., the fifteenth chapter is entitled "Van tire wandes," and it provides that as regards scarlet cloths of Ghent, and fine cloths of Ghent, and fine cloths of whatsoever lands or towns, short or long, twenty shall be reckoned for a "tyre wand."

XXII. So wat mit des schipheren taue wert inde unde ut ghewunden, des windegeldes schal hebben de schiphere den drudden del.

XXIII. Doit jenich man mit sineme schepe eneme anderen manne schaden an sineme schepe mit seghellend oder mit winde oder so wo dannewis de schade to cümt, he schal eme sinen schaden beteren, dar aver deghene de den schaden gedaen hevet, dat waren an den hilleghen,[1] dat it eme let si, unde he et nicht beteren mochte, do he eme den schaden dede: he schal eme halven schaden beteren, dar he nicht waren mag an den hilleghen, he schal eme gans den schaden beteren.

XXIV. So wor en schip dor not ghyt unde werpet dat ghut, dat in deme schepe is, unde dat selve schip schal mede gelden marc marke like.[2] Wert ok en mast ofte twe ghecorven, de schipher hevet den schaden allene, dar ne werde en willkor ghedan, unde den willkore scholen thüghen de in deme schepe do weren.

XXV. So wor lude hebbet en schip tosamende unde ein man den mesten del hevet in deme schepe, de den minren del daran hevet, de schall deme ande-

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[1] *hilleghen* ] No corresponding word occurs in the Hamburgh Laws of A.D. 1270, which have simply the words "scal sweren," shall swear, but in a Latin document of A.D. 1261, the rule observed at Hamburgh is thus laid down: "Item "ubicunque quis alium advelat, "quod dicitur 'anghesegheleet,' et "dampnum fecerit eidem, cum idem "culpaverit eundem hoc volunta- "rie fecisse; si idem audet *supra* "*reliquias* jurare, quod fecerit sine "suo consensu, medietatem dampni "persolvet prout ostendere possit "bonis viris ydoneis et probare. Si "vero non fuerit ausus jurare, tunc "debet dampnum, quod fecit, totali- "ter emendare."

[2] *marc marke like* ] The same document, which is a letter of the consuls of Hamburgh to the consuls of Lubeck, states the early law of Hamburgh in these terms: "Insuper "quorsum navis in mari ob tuicionem "vite et bona obtinenda proicit, ibi "dabitur a magistro navis cum "mercatoribus marcha marche co- "equalis."

XXII. Whenever the loading and unloading is done with the ropes of the shipmaster, the shipmaster shall have a third part[1] of the hoisting money.

XXIII. Should any man do damage with his ship to another man's ship by sailing against it,[2] or in the process of loading or in any other way cause damage to it, he shall compensate the damage; but if he who has done the damage will swear upon the holy relics, that it was against his will, and that he ought not to compensate him to whom he has done the damage, he shall pay half the damage; but if he will not so swear on the holy relics, he shall make compensation for all the damage.

XXIV. If a ship should be in distress and should cast overboard goods, which are on board the ship, the ship shall contribute mark for mark in proportion to its value. But if a mast or two be cut away, the shipmaster supports all the loss, unless an agreement has been entered into, and those who are in the ship must be witnesses to this agreement.

XXV. If persons own a ship in common, and one person has the greater share of the ship, he who has the minor interest, shall follow the wishes of the other. Provided always, that he who has the greater interest

[1] *a third part*] A similar provision is found in the Laws of Hamburgh of 1270.

[2] *sailing against it*] A similar provision is found in the Law of Hamburgh of A.D. 1270. It is notable that neither in this body of maritime law nor in the early Hamburgh Laws is any provision made on the subject of vessels carrying lights, whereas in the Code of Riga of A.D. 1270, which has many features of identity with that of Hamburgh, there is special provision to this effect: "that if two vessels "come into collision on the sea in a "dark night, and the one has a light "set and the other not, the damage "done to the vessel without a light "shall not be made good by the "other, but the damage done to the "vessel with a light shall be made "good by the other."

ren volghen. It ne were also, dat he mit den meren dele dat schip mit willen wolde lieghen laten, unde den anderen ut droten, des ne schall noch ne mach to nener wis nicht sin.[1]

XXVI. Hebbet cumpane[2] ein schip to samene, unde will er eme van deme anderen, so welliker van deme anderen wil, de schal dat schip setten unde dar to den dach, so wenne men dat ghelt betalen schal van deme schepe, unde de andere schall kesen binnen achte dagen, na der tyd vanne dit schip gesat is, unde aldus scholen se weren gescheden mit goder lewe.

XXVII. Een iewellich borghere van Lubeke, de ein schiphere is, schal voren einen Lubeschen vloghel[3] so we des nicht ne doit, de scolen beteren den Herrn, den Ratmannen van Lubeke unde der stat mit iii. marken silvers. It ne si also dat he lete dor hindernisse unde schaden lives unde ghudes.

XXVIII. Ghift ein schiphere sinen schipmannen orlof sunder witlicken broke in Vlanderen, he schal eme gheven sin vulle lon unde sine vullen voringhe. Unde wil ok ein schipman van sinen heren mit modvillen, he schal eme weder keren sin lon unde alle sine voringhe.[4]

XXIX. Ein schipman de ne ghelt nicht van siner voringhe to werpende to ener halven last. Wert aver

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[1] *nicht sin*] The Hamburgh Code has additional words, "wante men "wiset ja dat schip to watere werth," which are very closely followed in the Riga Code, "sunder man wiset "dat schip tho water werth," that is, "on the contrary one orders the "ship to go to sea."

[2] *cumpane*] The same word occurs in the Hamburgh and in the Riga Code, signifying the ship's company.

[3] *Lubeschen vloghel*] The Hamburgh Law required each citizen to hoist "enen roden vlughen," a red flag, under a penalty of three marcs. In a similar manner the Law of Riga required its citizens to hoist a flag with a white cross, under a similar penalty for neglecting to do so.

[4] *voringhe*] There is no corresponding provision in the Hamburgh Law, nor in that of Riga.

does not wish to leave it idle and to deprive the other of its use,[1] this may not and shall not be done in any wise.

XXVI. A company owns a ship together, and one of them wishes to separate from the others, he who wishes to separate shall set a price upon the ship and fix a day when the money for the ship shall be paid, and the others shall choose within eight days[2] after the time when the price was set upon the ship, and thus they shall be parted with good love.

XXVII. Every burgher of Lubeck, who is a shipmaster, shall carry a Lubeck flag,[3] so that he, who does not so do, shall pay to the Lord Senators of Lubeck and the city three silver marks. Provided however that he has not omitted so to do from some hindrance or danger of life or cargo.

XXVIII. If a shipmaster should dismiss one of his mariners without any intentional crime on his part in Flanders, he shall pay him his full wages, and his full free carriage. And should a mariner quit his master deliberately, he shall repay him his wages and all his free carriage.

XXIX. A mariner contributes nothing from his free carriage to a jetison, unless it exceeds half a last. But if

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[1] *its use*] The same law was observed at Hamburgh.

[2] *eight days*] The Hamburgh Law allowed fourteen days for deliberation, and such was also the provision of the Law of Riga of 1270. In the Gragas, a very early compilation of Icelandic Law, a similar term of fourteen days was allowed, when copartners disagreed as to the employment of a ship. The ship was to be valued by a jury of five persons, and the partner, who was desirous to employ it, had the option to purchase it within fourteen nights, or to oblige his copartner to purchase it.

[3] *a Lubeck flag*] The Laws of Hamburgh and of Riga went further, for both of them provided, that, if any stranger carried the flag of their respective cities, he should pay a similar fine of three marks, if complaint was made before their tribunals.

dat gheworpen mer van ein lasthalf, dat ghelt ein schipman mede mark mark like.

XXX. So wanne so ein schip tobreckt, so schal de schiphere allererst berghen de lude, unde dar na dat rede ghut,[1] unde dar na mot he wol berghen sin towe, ofte he mach, unde darna schal he den vrachtluden lenen den bot, dat se ere ghut mede berghen, ane wederrede ofte de vrachtlude den bot hebben willet.

XXXI. Leghet ieman sin schip in Vlanderen to winter laghe, so ne gift he den schipmannen nicht lenc de cost wan achte daghe.

XXXII. So wanne so ein schip gheladen is, unde de schiphere dat schip to der se vort seghelet, unbeschuldeghet van der vrachtluden, unde cümt eme ghicht to van werpenes weghene, darvan schal de schiphere nene not umme liden. Iedoch also, dat ghut dat dar gheworpen is, schal gelden de cogghe,[2] unde dat ghut dat darinne was mark marke like.

XXXIII. Wert ok ein schiphere gheschuldeghet unde delet mit ghuden luden, dat sin schip to sere

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[1] *rede ghut*] Ready goods, in other words the goods ready at hand, not stowed below. It has been suggested by M. Pardessus that the phrase means "ready money." In the Wisby Stadslag, L. iii., p. iii., ch. 10, on jetison, it is laid down that the least valuable goods should be thrown overboard first, and the ship and such goods should contribute equally, but if there was any ready money in the ship it should contribute in the proportion of two to one: Is oc dar rede geld in deme sceppe, des zöllen gelden twe marc vor ene. The same phrase "rede "ghelt" occurs also in a maritime law of Hamburgh, to which the date of A.D. 1206 is commonly assigned. See below, p. 400.

[2] *cogghe*] The word "Cogge" has been received into the vocabulary of English words. In an account of the chamberlain of the city of London, A.D. 1337, there are these entries: "Also to Thomas Potyn "and his fellows, owners of the ship "called La Cogge, of All Hallows, of "which Richard Bartholmu is mas-"ter, &c. Also to William Haunsard, "owner of the ship called La Seinte "Marie Cogge, of which James "Arnald is master, &c." On the coast of Yorkshire small fishing boats are still called coggles, and in some places by corruption, cobbles.

the jetison exceeds half a last, the mariner shall contribute in equal proportion[1] with the others.

XXX. If a ship breaks up, the shipmaster shall first save the people, and next the ready goods, and next he may save the ship's furniture, if he can, and next' he shall lend his boat to the freighters, that they may save their cargo, without any dispute, if the freighters wish to have the boat.

XXXI. If a person lays up his ship in Flanders in winter qnarters, he is not obliged to pay to the mariners their cost for a longer period than eight days.[2]

XXXII. If a ship is laden, and the shipmaster sets sail outwards to sea, without any complaint[3] from the freighters, and loss accrues to them from jetison, the shipmaster shall not have any disquietude therefrom. Nevertheless the goods which have been cast overboard shall be paid for by the ship and the goods on board in equal proportions.

XXIII. If a complaint be made against a shipmaster, and it be referred to Prudhommes,[4] that his ship is too

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[1] *in equal proportion* ] The same provision occurs in the laws both of Hamburgh and Riga.

[2] *eight days* ] The Hamburgh Laws of 1270 have no corresponding provision.

[3] *any complaint*] That is, on the ground of the ship being overloaded, as is apparent from the text of the next following article.

[4] *Prudhommes* ] No magistracy seems to have been organised at this time in the German maritime towns to prevent the overloading of ships. The earliest notice of such prevention being authorised is in a recess of the Hanse towns of A.D. 1412, which provided that, in all ports where ships were loading, the town should take care, and also the alderman of the merchant there, on whose behalf it was done, that no ship, whether large or small, should be laden too deep, and that if a master could be proved to have overladen his ship, and any damage or loss should have resulted, he should be responsible; and further, if a ship should have been overloaded, and nevertheless have made a safe voyage, the master should pay to the Hanse town or to the alderman of the merchant where the ship should have arrived, a sum equivalent to the freight of the

gheladen[1] si, unde seghelet he dar boven unwech mit deme schepe, unde wert des ghudes wat gheworpen, schall de schiphere allene ghelden ane weder rede.

XXXIV. Is ok ein schip to sere gheladen, unde schal men dar ghut utschepen, de dar lest inquam,[2] de schal erst utschepen. Et ne si also, dat deghene de dar erst inquam deme schipheren der vorwort nicht ne holde, de he eme lovede, ok de vrachtlude hindert mit sineme schepende, unde is he dus dane wis de leste, de dar inschepet, so schal he de erste wesen, de dar ut schepet, er si ein oder mer.

XXXV. So wor ein man sin schip vorhuret, gift men eme dar halve hure oder vulle, also schal he gheven sinen schipmannen beide lon und voringhe.

XXXVI. Seghelet ock ein schip van Flandern in den Noresunt, unde schal dat schip vort ostwart seghelen, men schal den schipmannen er ieweleken gheven tobate en schillinc Enghelsch to Polenen unde Gotlande; unde seghelet he vort to Righe oder to Revele, man schal eme gheven twe schillinghe Enghelsche.

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[1] *to sere geladen*] In the Wisby Stad Lag there is found a provision that two Senators shall inspect every vessel, and in each case settle how high the lading should rise. See below, p. 399.

[2] *inquam*] The text of the Hamburgh Law is "de dar lest in schepede, scal erst uth schepen."

heavily laden, and he sails away with his ship on her voyage, and there is a jetison of cargo, the shipmaster shall alone pay for it without any dispute.

XXXIV. If a ship is too heavily laden, and goods shall be discharged, he who has come in the last, shall discharge cargo the first. Unless however [1] he, who came in first, has failed to keep his promise to the shipmaster, which he made to him, and has hindered the freighters with his loading, and is thus the last who has put cargo on board, in which case he shall be the first to discharge cargo, whether he be one, or more than one.

XXXV. If a man lets his ship, according as they pay him half or full freight, he shall pay his crew [2] both wages and free carriage.

XXXVI. If a ship sails from Flanders into the North Sound, and the ship has to sail further eastward,[3] they shall increase the wages of the crew alike by one shilling English, if it is to go to Poland or to Gotland, and should it sail further to Riga [4] or to Reval, they shall give them two shillings English.

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goods which he had carried in excess of the ship's proper burden. A similar provision is incorporated in two of the codes of Lubeck Laws which are appended to Brokes' Observations Forenses, viz., Codex alter, Art. cxxxii., and Tertius Codex, Art. ccxcix.

[1] *Unless however*] No corresponding proviso of this kind occurs in the Code of Hamburgh or in that of Riga, as the different wording of those laws has rendered such a proviso unnecessary.

[2] *his crew*] This is a somewhat peculiar provision, if it implied that, if freight was paid in advance, the seamen's wages were to be also paid in advance, although it accords with the principle that "freight is the "mother of wages."

[3] *eastward* ] That is, into the Baltic Sea, the North Sound being the sea which separates Jutland from Norway.

[4] *Riga*] This town was founded in A.D. 1192, and owed its commercial importance to the merchants of Bremen and Lubeck. Reval was equally indebted to Lubeck for its early laws.

XXXVII. Seghelet ok ein koeghe in den winter ut unde wert eme wul last odder twe deel oder half haringh,[1] also schal men den knapen harincgh gheven to ereme dele.

XXXVIII. So wor ein man einen schipman winnet, unde cümt he an sine cost, unde gift he eme darna orlof, er den se utseghelet, he schal eme gheven half lon. Dat sulve schal de knape sineme heren wedder doen.

XXXIX. Wert ein kocghe mit ghevande volgeschepet, de schipmanne scholen ere voringhe daraf hebben, also men dat ghelrekenen mach in deme kocghen na last tale.

XL. So wellik letsaghe, ofte stureman, oder schipman, de sie vormedet hevet eneme unsen börghere, wil he enen unsen börghere vorclagen unde schultgheven, dat schal he doen vor sineme oldermanne unde nemande anders. So we dit breket, den ne schal neghen borghere van Lubeke nemen an sin denest, ofte an sine cost. De dat breket witliken, de schall dat beteren deme rade unde der stat van Lubeke mit dren marken[2] silvers, des de schal men nicht laten, id ne si also, dal hes nene wuste, unde sic des afnehm mit sineme rechte.

[1] *haringh* ] Herrings and beer were exceptional cargoes, in which trade was allowed after St. Martin's Day by the regulations of the Hanseatic League. A similar exception is made in Art. cccii. of the third Code of Lubeck Laws, published by Brokes. It seems probable from the contradiction, which exists between this article and the provisions of Article xiii. that this article was of later origin than Article xiii.

[2] *dren marken*] The same penalty was prescribed by the Law of Hamburgh of 1270, which required all Hamburgh burghers to cite one another before the "Morning Coun-"cil," and forbade them to make complaint to the bailiff or to the burghermaster of the place. "Id "ne scal nen use börghere den an-"deren vorclaghen vor deme baliv, "ofte vor dheme sculteten. So, we "so dat deit, de scal dat beteren "mit dren marken silveres to dar "stat köre, unde he scel och eme "sinen schaden op rechten. Ein "man scal den anderen vorclaghen "en der morghensprake, unde dar "scal men dat scheden mit rechte."

XXXVII. If a ship sails forth in the winter, and loads a full cargo of herrings, or two-thirds, or half a cargo, they shall give the mariners their proportion of the herrings.

XXXVIII. If a person hires a mariner and he comes at his own cost, and he gives him his discharge before he sails out of port, he shall pay him half his wages. The mariner shall do precisely the same as regards his master.

XXXIX. If a ship has a full lading of cloth, the mariners shall have their free carriage thereof, and they shall make out the reckoning in the ship according to the number of lasts.[1]

XL. Whenever a pilot or steersman, or mariner, who has engaged himself to one of our burghers, wishes to make a claim or a complaint against any of our burghers, he shall do this before his alderman, and no one else. If any one breaks this rule, no burgher of Lubeck shall take him into his service, or maintain him at his cost. He who knowingly infringes this rule, shall pay a fine to the senate and the town of Lubeck of three marks of silver, from which he shall not be excused, provided always that he did not know it, and so affirms upon his oath.

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[1] *number of lasts.*] The phrase "last tale," occurs in the Wisby Stadslag, L. iii., p. iii., ch. 16. Vortmer, wat men to sceppe winnet na pund talen, oder last tale, dat zal men weghen bi deme Nörnschen pyndere (Nuremberg weights).

XLI. Vorclaget ienich unse burghere den andern, des Ghot nicht ne wille, vor ienegheme richte anders wen vor sineme oldermanne, de schal et beteren mit x marken silvers, dem rade van Lubeke unde der stat. Unde des is men endrachtich gheworden in deme Rade, dat mens nümmer pennich ne laten scholl.

XLII. Unde were dat also tvivelsam dinch to queme in deseme Rochte, dat hir beschreven steit, oder hir umbe schreven is, des men nicht ne kan, noch ne mach over eindreghen, dat schal men bringhen vor de heren de Ratmanne van Lubeke, de scholent denne entweren mit minnen oder mit rechte.

Unde dat alle desse dinch en schrift aldus to samende comen sint, den arebeith heft ghedaen mit guden willen Her Albrecht van Bardewic, mit vulborde des ghemenen Rades van Lubeke allen sinen ghemenen Börgheren to eren unde to vordernisse, unde wünschet en allen unde eneme iewelliken besunderen heiles unde iewigher selde.

Unde umme dat alle desse dinch schölen ewich bliven ganz unde untobroken, so hebben we Ratmanne van Lubeke dese ieghenwardegehen schrift bevestedel mit unser stades inghesеghele, unde is gheschen in deme jare van Godes bort over M. unde CC. in dem neghen unde neghentichgesten jare des ersten Sunnendaghes in der Vasten, so wanne men sincht dat officium "Invocavit."

Do dit Privilegium to Lubeke wart uthgegeven do weren Borghemestere der Stades to Lubeke, Her Marquard Hildemer unde her Johan Ruwenese.

XLI. Should any burgher of ours summon another, which God forbid, before any other judge than his alderman,[1] he shall pay ten marks of silver to the senate and to the city of Lubeck, and it has been unanimously resolved by the senate that no remission of any part of the fine shall ever be made.

XLII. And should it happen, that any doubtful thing should arise as regards this Law, which is here written or is written above, which they cannot agree about, they shall bring it before the Lord Senators of Lubeck, who shall resolve it either by an amicable arrangement or by a judgment.

And that all these things might be thus brought together in writing, Albrecht van Bardewic[2] has with good will completed the work with the full authority of the United Senate of Lubeck to the honour and advantage of all his United Burghers, and he wishes them all and each severally health and everlasting salvation.

And that all these things should ever remain entire and unbroken, we the Senators of Lubeck have confirmed this present writing with the seal of our town, and it is done in the year of God's birth one thousand two hundred and ninety and nine, on the first Sunday in Lent, when the office "Invocavit" is chanted.

When this Privilege was published at Lubeck the Burghermasters of the city of Lubeck were Marquard Hildemer and John Ruwenese.

[1] *alderman* ] It was a cardinal principle of the Hanseatic League, that no member should summon his debtor before a foreign tribunal on pain of expulsion from the league.

[2] *Albrecht van Bardewic*] A general code of Lubeck Laws was compiled by this same officer in A.D. 1294, which is preserved in the archives of the city of Lubeck, and has been published for the first time by Dr. J. F. Hach, in his Alte Lübische Recht, Lübeck, 1839.

## WISBY STADSLAG VAN SCIPRECHTE.

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## WISBY TOWN-LAW ON SHIPPING.

# WISBY STADSLAG VAN SCIPRECHTE.

# WISBY TOWN-LAW ON SHIPPING.

## PROOEMIUM JURIS URBICI WISBYENSIS.[1]

In Goddes namen. Amen. Dat si witlic, dat do sik de lyde to Godlande van manigherhande tunghen sammeden, do suorman den vredde, dat en iowele scolde al ummet land den vorstrand vri hebben achte vadem up ind land, oftar acker oder enghe vore were,[2] up dat en ilic sinem[3] gude des to bad helpen möchte, so we oc queme under dat land to anker holde, de scolde sin under dem suornen vredde. Unde do id vorbad quam unde de stad ghewos, do hof[4] sik van manigherhande tunghen dicke groth teyse, mord, unde vorradnisse, do sandeman an hertoghen Hinrike en hertoghen over Beyern unde Sassen, de bestedeghede[5] uns den vrede unde dit recht, alset vore sin oldervader keyser Lothar ghegheven hadde; hir weren over disse herren de hir na stan: biscop[6] Gerold, biscop[6] Euermod, biscop[6] Berno van Meklenborch, de maregrave van Voboreh, grave Fredric van Arnsbergh, grave Hinric[7]

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[1] *Juris urbici Wisbyensis*] The code of the Laws of the Town of Wisby was published for the first time by John Hadorph in A.D. 1688, at Stockholm, under the title of "Wisby Stads Lag på Gotland." It consists of four books, the third of which is divided into three parts, of which the last treats of ship laws. It is written in Low-German, and the preamble of it corresponds with the preface of the Laws, which Leibnitz has described as the Wisby Sea-Laws, originally written in the Saxon dialect of the German language, and which have often been confounded with the Gotland Sea Laws. See Introduction to Vol. III., p. xxiii.

[2] *were*] vere is Hadorph's reading.

[3] *sinem*] sinen, Hadorph.

[4] *hof*] hoff, Hadorph.

[5] *bestedeghede*] bestedghede, Hadorph.

[6] *biscop*] biskop, Hadorph.

[7] *Hinric*] Hinrich, H.

# PREAMBLE OF THE WISBY TOWN-LAW.

In the name of God. Amen. Be it known that when the people in Gotland of various tongues assembled together, they swore peace, that there should be for ever all round the land eight fathoms inland of free foreshore, whether it were cultivated land or meadows, so that every one might be able thereon the better to land his goods, likewise that those who should come to anchor under the shelter of the island should be under the sworn peace. And when things further advanced and the town grew, there arose amongst those of various tongues frequently great quarrels and murders and acts of revenge; thereupon they sent to Duke Henry, Duke of Bavaria and Saxony, who confirmed to us the peace, and the right which his grandfather the Emperor Lothaire had given us. There were present as witnesses the following lords, Bishop Gerold, Bishop Euermold, Bishop Berno of Mecklenburgh, the Margrave of Vorburg, Count Frederick

[1] *Wisby Town Law*] There is no date attached to this preamble, but the confirmation given to the laws by King Magnus of Sweden, of Norway, and of Scania, implies that the preamble was drawn up after A.D. 1219, when Magnus Ericson was in possession of the three thrones. The Editor has adopted the text of MS. B. 63, in the Royal Library of Stockholm, of which a full account has been given by Professor Schlyter, and he has subjoined the various readings of the German text published by Hadorph. See Introduction.

van Ravensbergh, grave Alf, grave Siverd, grave Vulrad, grave Hinric[1] van Resseborch, Lydhard van Meynersheim, Ludolf van Waltingherode, Gunselin Anno de Kemerere, Luipold de Droste, unde grave Reynold van Lubeke in dem seveden[2] iare do Keyser Fredric mechtich Keyser wesen[3] hadde. Sind auer, do sic grot twist irhof twisschen stad unde land, do sande man an Köning Magnuse van Sueden, de bestedeghede uns do unse recht unde vriheyt, dar na Köning Birgher van Sueden, hertoghe Erik, hertoghe[4] Woldemar van Sueden, unde hir na vorniyede, unde bestedeghede uns Köning Magnus van Sueden, van Norweghene, unde van Scone, unse recht unde vriheyt, unde gaf uns dat we twe böke hebben scolden, en in Götensch unde en in Dydesch, beide van enem[5] sinne unde rechte over al to male, unde queme[6] en niye recht dat in dem boke nicht were, dat scoldeman richten also id recht si, unde scriven dat in beyde boke nicht umme to kerende, unde gaf uns dat we hebben scolden en inghesegel van beyden tunghen.[7]

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[1] *Hinric*] Henrich, H.
[2] *seveden*] sevenden, H.
[3] *wesen*] wesende, H.
[4] *hertoghe*] hortoghe, H.
[5] *enem*] enen, H.
[6] *queme*] quieme, H.
[7] *tunghen*] Hadorph has the additional words, Dit Recht van Wisby ludet aldus.

of Arnsberg, Count Henry of Ravensberg, Count Alf, Count Siverd, Count Volrad, Count Henry of Ratzburg, Lydhard of Meynersheim, Ludolf of Waltingerode, Gunselin Anno the Chamberlain, Leopold the High Bailiff, and Count Reynold of Lubeck, in the seventh year of the reign of the mighty Emperor Frederic. But when great disputes arose between the town and the country, they sent to King Magnus of Sweden, who confirmed to us our laws and franchises; afterwards King Birger of Sweden, Duke Erik, Duke Woldemar of Sweden, and finally King Magnus of Sweden, of Norway, and of Scania, sanctioned and confirmed our laws and franchises, and charged us that we should have two books,[1] one in Gothic, the other in German, both of one meaning and law in every respect; and should they come upon no law to be found in that book, they should adjudge according to right, and should write the judgments in both books,[2] so as not to be changed, and he charged us, that we should have a seal affixed to it in both languages.

[1] *two books*] The book written in the Gothic tongue had been lost, when Hadorph obtained from the Town Hall of Wisby a MS. of the book written in German, which he believed to be the original, and from which he took his text. Hadorph translated the German text into Swedish, and set up the Swedish translation in parallel columns with the German text.

[2] *both books*] According to Hadorph's account there were to be found in the book, which he obtained from the Town Hall of Wisby, several additional laws which had been inserted, according to his opinion, since the reign of Magnus Ericson, inasmuch as they were not contained in an old MS. on parchment in his possession, which was an exact copy of the original book made during the reign of Magnus Ericson.

# WISBY STADSLAG VAN SCIPRECHTE.[1]

CAP. I.

Van bolwerken.

So we unsen brugghen oder bolwerken scaden dod, de scal den scaden beteren, unde beteren[2] dar to unser stad iii. marc, unde we dat vorhelet, de steit to banne.

CAP. II.

Van vesten up beide bolwerke.

Comet en scep in de havene, unde settet sine vestene uppe beide bolwerke duers[3] vor de kelen, unde komet sint en scep in seghelnde up dat towe, wat scaden dat innekomen scep untfet, den sal de ghene, de de vesten ut satte, half beteren, unde dar unbouene der stad iii. marc. Howet oc de inkomene sciphere de vestene untuey, des scaden darf he nicht beteren.

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[1] *van sciprechte*] This is the heading prefixed to the third part of the third book of the Town Law, which is entitled Tercia pars tercii.

[2] *unde beteren*] These words are omitted in Hadorph's text, which M. Pardessus has followed.

[3] *duers*] transversim, across.

# WISBY TOWN-LAW ON SHIPPING.

## Chapter I.

### Of bulwarks.

Whosoever does damage to our bridges or bulwarks[1] shall compensate for the damage by paying three marks to our town, and he who conceals the damage is liable to banishment.

## Chapter II.

### Of mooring to both bulwarks.

If a ship enters the harbour and fastens her hawsers to both bulwarks across the way of vessels,[2] and a ship comes sailing in against the hawsers, the damage which the vessel coming in sustains, the vessel which carried out her hawsers shall make good by half, and in addition pay three marks to the town. If the vessel coming in shall cut away the hawsers, she is not obliged to compensate for the damage.

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[1] *bulwarks* ] The balks or piles driven into the sand or mud on either side of the entrance of the port, upon which a quay or causeway was constructed. The term "pier" has come into more general use from the circumstance of such causeways in most cases being constructed of stone (pierre).

[2] *vessels* ] The word "keel" is still employed in the North of England to signify a coal-barge, or a vessel employed in the coal trade. The same word spelt "kiel" occurs in an Ordinance for the merchants of Lorraine who brought wine to the port of London (Liber Costumarum, vol. ii., pt. i., p. 62), where it is contrasted with "hulke."

## Cap. III.

### Van scippen in der grunt.

So we en scip heft in der grunt binnen der havene, dat nicht vorich is to der ze, dat zal men bidon unde rümen de havene bi somerdaghen binnen enem mande, unde bi winterdaghen binnen viii. weken, unde dede he des nicht, so betere he der stat xii. marc. Vortmer queme na den tiden ienigherleie scade van deme wracke,[1] den zal de ghene beteren des dat wrak[2] sin is, unde hedde he is in deme gude nicht, so betere he mit deme liue al so mit watere unde mit brode, also vore geschreven steit libro i°.[3]

## Cap. IV.

### Van gude to berghende.

Breke ienich scip binnen unser stades marke, so we helpet dat gud to berghende, deme zal men gheven arbeides lon dar na dat id gude lyde[4] pröven, unde willet se sik dar nicht ane nöghen laten, so sta id to des richtes[5] segghende an beiden siden.

## Cap. V.

### Van scepe to winnende.

So wanne lyde to sceppe winnet, unde ghevet dar up enen goddes penning, unde so wanne de ghegheven is unde so ghesceden werden mit gudeme willen, so blivet id stede. So wellik örrer van deme anderen sint

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[1] *wracke*] Hadorph writes wrake.

[2] *wrak*] Hadorph has the same reading here.

[3] *libro i°.*] These words are not added in Hadorph's text, but there is a marginal note, Lib. i. Om Stadzens Häkte, Cap. 16.

[4] *gude lyde*] The "boni homines" of the Latin nations, arbitrators selected from the most respectable citizens.

[5] *richtes*] The magistrate or court which could enforce its decision.

## CHAPTER III.

### Of vessels aground.

Whosoever has a ship aground in the harbour, which is not fit to go to sea, he shall set it out of the way and remove it from the harbour in summer time within a month, and in winter time within eight weeks, and should he not do so, he shall make compensation to the town in the sum of twelve marks. Further, should there happen after that time any damage from the wreck, he to whom the wreck belongs shall make compensation for it, and if he has no property in it, he shall make compensation with his person and with bread and water, as has been afore-written[1] in the first book.

## CHAPTER IV.

### Of salving goods.

Should a ship break up within the bounds[2] of our town, whoever helps to salve goods, there shall be paid to him a salvage remuneration according to what prud-hommes should approve; and should he not find it enough, both sides shall refer it to the settlement of the court.

## CHAPTER V.

### Of hiring ships.

When persons hire ships and thereupon give earnest money,[3] and when this has been given and they have parted in good will, the bargain stands good. If one of them wishes afterwards to be free from the other,

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[1] *afore-written*] The reference is to the sixteenth chapter of the first book, which is entitled "On setting "in the town jail," which provides that prisoners, who have no money to buy food, shall live on bread and water.

[2] *the bounds*] The limits of the town's jurisdiction.

[3] *earnest money*] Literally a God's penny. This custom was prevalent amongst the merchants and ship-masters of the North of Europe.

wil, dar si ghescepet oder nicht, id si de vruchtman oder de sciphere, de sal deme anderen gheven halve vrucht.

§ i. Men worde[1] eyn scip versümet oder vordorve bynnen unser marke, ere dat gut dar ingescheped werd, de sciphere eigent dar van nine vrucht.

## Cap. VI.

### Van in unde ut to scepende.

De vruchtman sal dat gut biköstighen[2] bette an de bord, so wanne he id dar bringhet, so untfan id de sciphere unde de scipmannes. So wanne men dat gud inter bord ten oder tricen[3] sal, so slan id de scipmannes an, unde feilet sint töwe oder trice oder haken, wat scaden dar af cumt, dene betere de sciphere.[4] Mer latet de scipmannes dat töwe slippen oder slat de haken qualtiken an, wat scadden dar af comet, dene beteren de scipmannes. Sunder sloghe welk man de haken an synes sylves gud, unde slippeden[5] danne de haken, den scaden moste he sylven dreghen.

## Cap. VII.

### Van winnegelde.

Van iliker last suares zöllen de scipmannes hebben to windegélde tue artich in unde tue artich ut; des

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[1] *Men worde*] The whole of this paragraph Professor Slyter considers to be in a hand of the fifteenth century, later than the writing of the rest of the article.

[2] *biköstighen*] Hadorph has the reading beköstighen, which is another form of the same word.

[3] *tricen* ] Hadorph's text has "triten."

[4] *sciphere*] "Scipherre" is Hadorph's reading.

[5] *slippeden*] Hadorph reads "slip-"penden."

whether he has shipped goods or not, and whether he be the shipper of goods or the shipmaster,[1] he shall pay to the other half the freight.

§ i. But if a ship wastes from neglect or rots within our bounds,[2] before goods are put on board of her, the shipmaster has no right to any freight.

## Chapter VI.

### Of loading and unloading.

The shipper shall pay the cost of the goods till they are alongside;[3] when he has brought them there, the master and the mariners must receive them. When the goods are to be dragged or hoisted[4] on board the master shall sling them, and should the ropes or the pulleys[5] or the hooks fail, whatever damage results therefrom the master shall compensate it. But if the mariners let slip the ropes, or fasten badly the hooks, whatever damage results therefrom, the mariners shall compensate it. But should a shipper himself adjust the hooks to his own goods, and the hooks thereupon slip, he must himself support the damage.

## Chapter VII.

### Of hoisting money.

For every last in weight the mariners shall have for hoisting money, two artichs[6] to load, and two to unload;

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[1] *shipmaster*] The "sciphere" at this time was generally owner as well as master.

[2] *our bounds*] That is, our jurisdiction.

[3] *alongside*] "By syner bort" is the corresponding phrase in the Gotland Sea-Laws, art. 58, p. 120.

[3] *hoisted*] "Trice" is an English nautical term signifying to hoist up by means of a rope.

[4] *pulleys*] Blocks may be here meant, but the modern German word "trisse" signifies a "brace," whilst "block" signifies a block.

[5] *artichs*] This coin is three times mentioned elsewhere in the earlier part of the Stadslag, l. 1., ch. v., ch. xvi., ch. lvii. It seems to have been a coin of Scania, worth eight pennies. It is mentioned in a document of 1329, No. cxxxiii. in the Appendix to Sartorius, Urkundliche Geschichte des Ursprunges der

ghelik van iliker thire wandes; unde van ilikeme hunderde soltes enen halven verding in, unde enen halven verding ut. Vorsymet se enes mannes gud in der vliingghe,[1] den scaden beteren de scipmannes so beschedeliken breket enes mannes gud, de wile se id vliet. Mer scyt deme gude sint scade[2] van anderen nöden, dene dreghe de vruchtman. Van ener last seles gift man to windegelde[3] iiii. artich in, unde iiii. artich ut. Unde packen de up ii. lakene ghesat sint, dar van sal man gheven iii. hallinge Enghelsch in, unde iii. hallinge Enghelsch ut. Mer van packen de man uppe dre lakene settet, sal man gheven ii. penninge Enghelsch in unde ii. ut.

## Cap. VIIII.

### Van sceppen to winende[4] mit selscap.

So we en scip mit selscap winnet, de ne mach nicht van ön sceden, id ne si mit örren willen.

§ i. Segelt en scip uter havene also verre dat id comet ut der kenninge, unde komet weder in, willet danne de vruchtlyde van deme scipheren, so syllen se gheven vulle sciplaghe, des ghelik do de sciphere den vruchtlyden weder.

---

[1] *vliingghe*] "Vlunghe" is Hadorph's reading.

[2] *scade*] Hadorph reads "scaden."

[3] *windegelde*] Hadorph reads "windergelde."

[4] *winende*] Hadorph reads "winnende."

the same for every tyre[1] of cloth, and for every hundred of salt a half farthing to load and a half farthing to unload. If any man's goods are wasted in the shifting,[2] the mariners shall compensate, provided the goods broke whilst they were being shifted; but should damage result to the goods from any other stress, the shipper must support it. For a last of seals' fat[3] a person pays for hoisting money four artichs to load and four to unload. And for trusses of cloth packed in two wrappers, they shall pay three half pennies[4] English to load and three to unload. But for trusses of cloth packed up in three wrappers, they shall pay two pennies English to load and two to unload.

## Chapter VIII.

### Of hiring ships in partnership.

If any one has hired a ship in partnership with others, he cannot withdraw from them, unless with their will.

§ 1. Should a ship sail out of port so far, that it is out of sight,[5] and should it return, should the shippers wish to separate from the master, they shall pay the full freight; the master shall do the like to them.

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Deutschen Hanse herausgegeben von J. M. Lappenberg, Hamburg, 1830: "Ille dabit unum artich "denar. Schonen."

[1] *tyre*] A tyre of cloth, which is written in Art. xv. "en tyre wandes," consisted of 20 or 24, or sometimes 30 pieces of cloth. Tyra pannorum de viginti pannis, vel de tot pannis, quot solet pro tyra computari, is mentioned in a charter of William of Holland, of A.D. 1357.

[2] *shifting*] From the shore to the ship, or from the ship to the shore.

[3] *seals' fat*] Seal oil may be the better translation.

[4] *half pennies English*] Halling, which is a softer form of halfling, is in other documents sometimes written "helling" or "helbling." In a Latin arbitration made at Wisby in A.D. 1280, in an assembly of merchants who frequented the ports of Gotland, there is a provision that goods recovered from a wreck, or from pirates, shall be restored to the owners, "absque denario vel hel- "lingo."

[5] *out of sight*] Kenning is used in the Rutter of the Sea to signify the distance between two headlands, which are in sight of each other. See Vol. I., p. 115.

## Cap. IX.

### Van scepen to winnende.

Willet lyde en scip[1] winnen, de scölen dar to nemen twe radmen, de dar to ghekorn werdet van deme rade, unde dreghen mit deme scipheren over en, unde bevorworden mit eme wo hoghe sin löninge risen syllen,[2] also dat en iowelk man sin gud under de löninge vliyen[3] möghe, unde dat neghenes mannes gud boven der löninge ne blive, so wat dar bivorwordet werd dat de twe radman betyghet, dat zal stan.

§ i. Scepet oc we sin gud boven de löningghe,[4] dat gut zal men vören wedder[5] up dat land, oder he betere deme rade xii. marc.

§ ii. Weret oc dat en sin scip entelen vordede, de sceppe sin scip also dat de rad pröve, dat id beide bovene unde bene dene to der see vöre si, unde dat dar neghen gud boven der löninge blive.

§ iii. Weret so[6] dat eyn scipp lege in ener haveme gemeret vor sinen towen, unde van vorsumenisse wegen in de grunt sunke,[7] unde gud vorloren bleve, dar sal de scipper to antworden; wil he ok nicht, so holde sick[8] de kopman an scipp unde takel. Van deme gude, dat dar geberget wert, eget de scipper sine vracht.

Weret, dat de vorsumenisse van den scippmans[9] queme, dar antworden se deme scippheren to, hebben se des geldes nicht, so sitten se in stades hechte, also stades recht ut wiset in hechte to sittende.

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[1] *scip*] Hadorph reads "scep."

[2] *zyllen*] Slyter suggests that the word "zylle" or "zal" should be read here.

[3] *vliyen*] Hadorph reads "vli-"ghen." The word signifies properly to transport on board the ship.

[4] *löningghe* ] Hadorph reads "loninghe."

[5] *wedder*] Hadorph reads "weder."

[6] *Weret so*] This paragraph, and what follows, is in a more modern hand.

[7] *sunke*] Hadorph reads "suncke."

[8] *sick*] Hadorph reads "sik."

[9] *scippmans* ] Hadorph reads "scipmans."

## CHAPTER IX.

Should persons wish to hire a ship, they shall announce it to two senators, who are chosen for that purpose by the Senate, and who shall agree with the shipmaster, and settle with him how high his lading[1] shall rise, so that each person may stow his goods within the load-line, and that no man's goods shall rise above it, so that what is agreed to and witnessed by the two senators shall stand good.

§ 1. Should any one load his goods above the load-line, those goods shall be put on shore again, or he shall pay twelve marks to the Senate.

§ 2. Should it be that a sole owner employs his own ship and loads his own ship, the Senate must approve it, that it is both above board and below decks fit to go to sea, and that no goods are above the load line.

§ 3. Should it be that a ship lies in a harbour moored with her own hawsers, and from neglect she sinks to the bottom and goods are lost, the shipmaster shall be responsible for it; if he will not be so, the merchant has a lien on the ship and her tackle. On the goods, which are salved, the shipmaster has a claim for his freight. Should it be that the neglect arose on the part of the mariners, they are responsible to the shipmaster for it; and if they have no money, they shall be set in jail, according as the law of the town directs persons to be set in jail.[2]

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[1] *lading* ] The word "lõning" ought perhaps to be translated "freightage," but as the word is used in conjunction with the verb "rise," the Editor has thought that it would be more suitably translated "lading" here, and "load line" further on.

[2] *set in jail*] The sixteenth chapter of the first book of the Wisby Town-Law gives full directions as to setting persons in the town jail. See above, Article iii.

## CAP. X.

### Van werpende.

Is en scip in der se in so groter nod, dat de vruchtlyde werpen möten, so sollen se werpen na marctale, unde[1] uncöstelikeste gud; dat sal gelden beide scip unde gud, also id in der havene, dar se to komet, meist gheldet.

§ i. Is oc dar rede geld in deme sceppe, des söllen gelden tue marc vor ene.

§ ii. Werdet se oc scelende in der nod umme dat werpen, so sal de meiste menie[2] na vartale raden.

§ iii. Comed oc en scip up de grund dat man werpen mot, den scaden ghelden oc beide scip unde gud.

§ iiii. Comet oc en scip up ene grund, oder vor ene grund sines undankes, unde bedorf id lychtendes, lychtet men dat ut oder in sunder scaden, de cost sal men gelden na pund talen, blivet oc dat scep beholden, so gelde scep unde gud na marc talen.

## CAP. XI.

### Van töwe to howende.

Comet oc en scip in ene nod, dat en töwe eme af ginghe, den scaden hebbe de sciphere, he ne möghe id up wene bringhen. Breket en towe oft en anker, den scaden hebbe de sciphere.

§ i. Howet de vruchtlyde en towe sunder des scip-

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[1] *unde*] Slyter suggests that the particle "dat" should be inserted after "unde."

[2] *menie*] meine, Hadorph.

## Chapter X.

### Of jetison.

Should a ship be on the sea in such distress, that the shippers of goods must cast overboard, they shall cast over proportionately, and the least costly goods, and the ship and the goods shall pay the value according to the utmost worth of them in the harbour where the ship arrives.

§ 1. Should there be any ready money in the ship, that shall pay two marks for one.

§ 2. Should there be dissension during the distress as to casting overboard, the greatest number of voices of those on board[1] shall prevail.

§ 3. Should a ship get on a bank, so that they must cast overboard, both ship and goods shall both pay the loss.

§ 4. Should a ship get on a bank or close to a bank against the will of those on board, and it is necessary to lighten her, if they unload her and load her again without loss, they shall pay the cost according to the weight of their goods, but if the ship also is saved thereby, ship and goods shall pay in direct proportion to their value.

## Chapter XI.

### Of cutting cables.

Should a ship get into such distress that a cable parts, the shipmaster shall support the loss, unless he can put the blame upon some one. Should a cable or anchor break, the shipmaster supports the loss.

§ 1. Should the shippers cut away a cable without

[1] *of those on board*] "Na var tale" is an idiom signifying "according "to the number of voyagers," and it seems to imply that the votes of all the persons on board were of equal weight on the question of the expediency of a jetison to save the vessel.

heren orlof, dat zal men öme gelden, hewet oc de sciphere, so hebbe he sylven den scaden.

## Cap. XII.

Van schipbröcke.

Werdet oc lyde scipbröcke, des God nicht ne wille, wat dar geberghet werd, dar af gheve man ganze vrucht; mer van deme dat dar vorlorn[1] werd, gheve man halve vrucht. Hevet oc de sciphere vulle vrucht up ghebörd, so kere he se half[2] weder van deme gude, dat dar vorlorn werdet.

§ i. Werd en scip scipbroke, unde sint dar vruchtlyde inne, de sölen des botes gheneten ör lif ör gud unde ör töwe to berghende, lik deme schipheren.

§ ii. Unde de scipman syllen van deme scipheren nicht sceden, alle de wile dat man deme scippe unde deme gude oder deme töwe helpen mach, wert dar gud beholden des ghenete de ghene des id sin is, id ne si dat dar synderlikes vorword ane sin, unde de scipman de syllen volghen[3] to dem meghenen[4] lande to steden, oder to dorpen, dar mach sceden de scipman van deme scipheren. Unde wert[5] deme scipheren halve vrucht oder myn, so egent de scipman half loen. Unde wert deme scipheren bouen de helfte der vrucht, so egen de scipman vul loen.

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[1] *vorlorn*] vorloren, Hadorph.

[2] *half*] halve, Hadorph.

[3] *volghen*] folghen, Hadorph.

[4] *meghenen*] M. Pardessus, tom. iii., p. 120, who has followed Hadorph's text, has here adopted the reading of neghesten (nearest) in place of meghenen, but "meghenen lande" as "the mainland" is an intelligible reading.

[5] *Unde wert*] Slyter regards what follows of this article as in rather a later hand.

the leave of the shipmaster, they shall compensate him, but should the shipmaster [1] cut it away, he shall support his own loss.

## CHAPTER XII.

### Of shipwreck.

Should shipwreck happen to any persons, which God forbid, whatever shall be salved, they shall pay the full freight thereof, but of that which is lost, they shall pay only half freight.[2] Should the shipmaster, however, have received on board the full freight, he shall give back half the freight of the goods which are lost.

§ 1. Should a ship be wrecked and the freighters are therein, they shall have the use of the boat [3] to save their lives, their goods, and their tackle, just like the shipmaster.

§ 2. And the seamen shall not separate from the shipmaster all the while that they can help the ship or the goods or the tackle; should goods be salved, the use of them pertains to those whose property they are, unless there should have been an agreement otherwise. And the seaman must follow to the next land or town or village, in order that the seaman may take leave of the shipmaster. And should the shipmaster have received half his freight or less, the seaman is entitled to half his wages; and should the shipmaster have received above half his freight, the seaman shall have his full wages.

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[1] *shipmaster* ] Sciphere is here used in a sense, which implies that the master was also the owner of the ship.

[2] *half freight* ] This is a peculiar rule, at variance with the general rule of the sea as laid down in the Gotland Sea Laws, art. 18.

[3] *the boat*] It was a provision of the earliest maritime law of Hamburgh (A.D. 1270), and also of that of Lubeck (A.D. 1299), that the merchants should be entitled to the use of the ship's boat to save their goods.

## Cap. XIII.

### Vor vunde in der zee.

Vindet en man drivende gud in dér ze, dar he nen land sen mach, bringhet he danne[1] dat to lande, dat zal he half hebben vor sin arbeit; mach he land sen, so beholde he den derden del.

§ i. Vindet en man gud in der se grund,[2] dar he to behöuet remen unde haken, de zal hebben den derden del.

§ ii. Vint man oc en scip drivende in der ze, dar nen volk inne is, unde to lande bringhet, so wat dar af comet, dat si scip oder gut[3] dat in sin half, unde zal wesen buten unses stades marke.

§ iii. Vindet en man[4] gud to lande drivende dar he to waden mach, des scal[5] he hebben den achteden penning, so war oc en man gud vindet up deme dryghen[6] lande, dar zal he aver den achteden penning af hebben. So we sodannes vundens gudes vörsöke, unde na vorwunnen worde, dat is dyfte.

## Cap. XIIII.

### Van scippanden.

Heft en en scep to pande, oder andere pand des he nicht husen oder houen mach, dat zal he hebben mit vulleme tyghe, anders dod id nicht.

§ i. So weme aldus en scep ghesat wert, de late sik antworden zeghel unde roder, wil he des nicht enbern.

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[1] *danne*] dannet, Hadorph.
[2] *se grund*] ze grund, Hadorph.
[3] *gut*] gud, Hadorph.
[4] *en man*] man, Hadorph.
[5] *des scal*] de scal, Hadorph.
[6] *dryghen*] dryghende, Hadorph.

## Chapter XIII.

### Of things found on the sea.

Should a man find goods driving on the sea, where he can see no land, should he bring those things to land, he shall have half [1] for his labour; if he could see the land he shall have a third part.

§ 1. Should a man find goods on the ground, where he has to use oars and hooks, he shall have the third part.[2]

§ 2. Should a man find a ship driving on the sea and no people are in it, and he brings it to land, of that which results from it, whether from the ship or from the goods, he shall have half, and it shall remain outside the city's bounds.

§ 3. Should a man find goods driving to land to which he can wade, he shall have of them the eighth penny, so likewise should a man find goods driven on to the shore, he shall have the eighth penny therefrom. If any one denies that he has found such goods, and is afterwards convicted of it, that is theft.

## Chapter XIV.

### Of ships hypothecated.

If a person has a ship pawned to him, or any other pawn which he cannot house or make secure, he shall have it done with full witnesses, otherwise it is not valid.

§ 1. Accordingly the person, to whom a ship is thus set to pawn,[3] may require to have delivered up to him the sails and the rudder, should he wish not to lose it.

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[1] *half*] This was also the general law of the Island of Gotland, as distinguished from the Town Law of Wisby. Guta-Lag, ch. lxxiv. (Laws of Gothland), published by Professor Schildener of Greifswald, 1818.

[2] *a third part*] This was also in accordance with the general law of the island.

[3] *pawn*] The hypothecation of a ship by a bottomry bond had not at this time come into use.

## Cap. XV.

### Van tire wandes.

Umme dat want, Gentesche scarlakene unde scone lakene Ghentesche, unde alle scöne lakene van welken landen oder steden se sint, kort oder lang, der scal man vören xx. vor ene tyre wandes; vortmer dicke Yperscheﾭ, Ypersche[1] borele twe halve vor en hel; Dicsmydische,[2] Bruggesche stripede, Dornesche langhe, Popersche dicke sagin, twe dynne sagin vor en; dre dosin hosen vor en laken, dit unde allerleye want dat disseme ghelik is an der lenghe unde an der svare,[3] dat zal man vören lik deme sconen wande xx. vor ene tyre. Korte Popersche, Trechtesche, unde alle want dat deme lik es, dis scal man vören xxiiii. vor ene tyre. Snidelakene[4] unde Kaplakene[5] unde des ghelic xxx. vor ene tyre. Twe waghe vlokken vor ene tyre.

§ i. So we spinzalsch[6] linwant besleyt de zal rekene, xxx. stykke vor ene tyre, unde allerhande linwant[7] dat man van dennen vöret, dat zal man hir rekenen bi der gröte unde bi der swere; pac linwandes sal[8] man vören ander halve packen vor ene tyre wandes.

§ ii. Ene tunnen van vii. werkes[9] vöre man vor ene halve tyre wandes.

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[1] *Ypersche*] Ypsche, Hadorph.

*Dicsmydische* ] Dixmydisoche, Hadorph.

[3] *svare*] sware, Hadorph.

[4] *Snidelakene*] Sindelakene, Hadorph.

[5] *Kaplakene*] These were cloths made at Aix la Chapelle and at Cologne for capes or mantles. They are mentioned in the Skra or Code of regulations for the German factory at Novgorod, published by Lappenberg in his Appendix, No. cxxv., p. 288.

[6] *spinzalsch*] Spinsal, spun thread, is mentioned in the same Skra, p. 267.

[7] *linwant* ] limwant, Hadorph probably an error of the press.

[8] *sal*] zal, Hadorph.

[9] *werkes*] Lappenberg translates werk, hides and leather. Appendix p. 267.

## Chapter XV.

### Of a tyre of cloth.

As regards cloth, scarlet cloth of Ghent and fine cloths of Ghent, and all fine cloths[1] of whatever lands or towns they may be, short or long, they shall carry twenty pieces for a tyre.[2] Further, thick cloth of Ypres, and borel of Ypres, two halves for a whole piece; cloths of Dixmude, striped cloth of Bruges, long cloth of Tournay, thick cloth (sagin) of Poperinghe, two tiny cloths for one; three dozen stockings for one piece of cloth; this and all other kind of cloth, that is equal to it in length and in weight, they shall carry as for the fine cloth twenty pieces for a tyre. Short cloth of Poperinghe and of Utrecht, and all cloth of like quality, they shall carry twenty-four pieces for a tyre. Of tailors'-cloths,[3] and of capecloths, and of the like, thirty for a tyre. Two weighs of flock wool for a tyre.

§ 1. When they bind up spun linen cloth, they shall reckon thirty pieces for a tyre, and all other kind of linen cloth, which they export hence, they shall reckon by measure and by weight. They shall carry a pack and a half of linen for a tyre of cloth.

§ 2. A barrel of seven measures[4] they shall carry for half a tyre of cloth.

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[1] *fine cloths*] The word schoenlaken is used in the Gotland Sea Laws, art. 28, for a table cover.

[2] *a tyre*] The German word "tire" is the German equivalent of the Latin word "tyra," which contained in some cases twenty pieces of cloth, in others twenty-four pieces, and where the cloth was very coarse, such as was used for capes and mantles, thirty pieces.

[3] *tailors'-cloths*] If Hadorph's reading is correct, sindelakene may mean a light kind of cloth, as sendel or cindal signified a light kind of taffety.

[4] *measures*] The Editor has some doubt about this translation.

## Cap. XVI.

### Van weghende.

Allerleye solt in tunnen zal men weghen; de Traven tunnen zal men af slan vor iii. Livesche pund. Ene ilike andere tunnen vor derde half Liveschpund zal men afslan. Vortmer vor ene last soltes to weghene zal men gheven viii. penninge, unde vor ene halve last iiii. penninge. Is dar min dan en half last, so gheve man vor en ilik scippund enen penning, unde de ghene de dat solt köpet, de zal vul don deme weghere

§ i. Vortmer so wat man up der scalen weghet, des gild en half scippund unde min enen penning; viftehalf Livesch pund gelt oc enen penning, unde wat deme scippunde[1] neghere is dan deme halven dat gild twe penninge; dat scippund gild twe penninge unde vif lispund dar enboven oc twe penninge; unde wat dar enboven is, gild dre penninge, anderhalf scippund oc dre penninge, also sik de wichte höghet[2] also höghet sik dat geld na deme alse hir vore scriven steit.

§ ii. Vortmer wat men to sceppe winnet na pund talen oder last tale, dat zal man weghen bi deme

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[1] *scippunde*] scippund, Hadorph. | [2] *höghet*] höget, Hadorph.

## CHAPTER XVI.

### Of weighing.

All kinds of salt in barrels they shall weigh, from barrels of Trave[1] they shall deduct three Livonian pounds.[2] From any other kind of barrel they shall deduct two Livonian pounds. Further, for every last of salt to be weighed they shall pay eight pennies, and for half a last four pennies. Should there be less than half a last, they shall pay for every ship-pound[3] a penny, and he who buys the salt shall pay the amount to the weigher.

§ i. Further, for what one weighs in the scales, which weighs half a ship-pound or less, one pays a penny; four and a half Livonian pounds also pay a penny, and what is nearer to a ship-pound than the half[4] pays two pennies: a ship-pound pays two pennies, and five Livonian pounds[5] and above also pay two pennies, and what is above pays three pennies, one and a half ship-pound also pay three pennies; and according as the weight increases, the payment is increased according to the above-written scale.

§ ii. Further, whatever they engage to ship, whether it be by number of pounds or by number of lasts, they shall weigh the goods with Nuremberg pound weights,[6]

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[1] *of Trave*] Lubeck barrels.

[2] *Livonian pounds*] A Livonian pound contained twenty ordinary pounds.

[3] *ship-pound*] A last seems to have been equal to eight ship-pounds.

[4] *the half*] That is all between a ship-pound and half a ship-pound.

[5] *five Livonian pounds and above*] It would appear from this passage that five Livonian pounds equalled half a ship-pound.

[6] *Nuremberg pound weights*] The word "pyndere" in the sense of a pound weight used for weighing by scales, occurs in a Skra or Code of Laws which was sent from Lubeck to the German factory at Novgorod, in the beginning of the fourteenth century. The Skra imposes a fine of a silver marc for using false scales (valscher wage), and a similar fine for using false weights (valschen pynderen). The Skra is document No. xcv. in Lappenberg's Appendix to Sartorius, Geschichte des Ursprungs des Deutschen Hanse, p. 202.

Nörnschen pyndere, dat man winnet bi ghewichte. Viftein tunnen boteren vor ene last, unde xv. tunnen beres, unde xiii. pund coppers vor ene last.

### Cap. XVII.

### Van sceppen to vorcopende.

Hebbet we en scep to hope unde vorcoft örer en sinen del, unde heft dene sineme cumpane nicht up gheboden, des deles is sin kumpan neghere to beholdene, oft he wil umme de selven vorword unde dat selve geld, dar id en andere umme koft hadde. Mer wil man es eme nicht vordreghen, so make he dat war up den hilgen,[1] dat he id cope to sines selves behof, unde mit sines selves gelde.

### Cap. XVIII.

### Van vrucht.

Winnet we to sceppe de mach sines gudes upsceppen wat he wil, unde dar van dat he upsceppet de vrucht si vordenet al oder half de ghene he in sodan eme pagimente oder werde, alse so bevorwordet hadden. Mer vorspadet en scip hir, unde werdet de sciphere to rade hir over winter to blivende, so möghen de vruchtlyde öre-gud upsceppen oft se willen, unde sceppen dat weder in, umme de selven vrucht unde pagiment dat se vorwordet hadden, mer se betalen dat winnegeld.

### Cap. XIX.

### Van letsaghen.

Vormedet sik en vor letsaghen unde segeld mid dem scepherren,[2] unde werd dat betyghet van deme

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[1] *hilgen*] hilghen, Hadorph. The common form of oath was "Sic Deus "me adjuvet, et ista sancta."

[2] *scepherren*] scepheren, Hadorph.

which they use for weighing. Fifteen barrels of butter [reckon] for a last, and fifteen barrels of beer, and fifteen pounds of copper for a last.

## CHAPTER XVII.

### Of the sale of ships.

If persons own a ship together, and one of them sells his share, and has given no previous notice to his partners, any of his partners is entitled to retain it, if he will, upon the same terms [1] and for the same money, for which it has been sold to the other person. If they will not give it up to him, he must swear upon the holy relics, that he buys it for his own behalf and with his own money.

## CHAPTER XVIII.

### Of freight.

If a person hires a ship, he may unship from it what he wills, and the freight or half freight, which is due for all which he unships, he must pay in such money or value as has been agreed upon beforehand. But if a ship delays here, and the shipmaster decides to remain here over the winter, the freighters may unship their goods, if they will, and reship them for the same freight and payment that they agreed for, but they must pay hoisting money.

## CHAPTER XIX.

### Of pilots.

Should a person engage himself as a pilot [2] and sail with a shipmaster, and it is witnessed by the shipmaster

[1] *the same terms*] The law of the Atlantic ports was somewhat different, see Vol. II., p. 341, p. 383. So likewise the law of the Mediterranean ports, Vol. III. p. 77.

[2] *pilot*] On comparing this article with articles i. and ii. of the Gotland Sea Laws, which treat of the engagement of a pilot, it will be seen that there is no identity between them.

scipheren[1] unde den vruchtlyden, dat he nicht wet, so geve men öme half lon. Mer winnet we enen vorlectsaghen, unde mach men öne des vorwinnen na stades rechte, er he in des scipheren brot cumt, dat he nicht ne wet, so mach men öne varen laten ane lon.

## CAP. XX.

### Van scipmannen to winnende.

In samelinghe sciphern[2] unde der scipmanes,[3] so wenne de Goddes penning ghegeven is, so blivet id stede, wellic örrer sint van dem andern wil, er se to samende ind brod comen, de gheve dem andern half lon. Mer mach de sciphere deme scipmanne bewisen mit scipheren[4] oder vruchtlyden dat he nicht en doch, so mach he one varen laten[5] sunder lon, er he ind[6] brod cumt. Mer cumt en scipman ind[6] brod to dem sciphern, so wellic örrer danne van dem andern wil, de gheve dem[7] andern[8] ganz lon, unde hedde[9] en scipman des lones en del upghebort, unde wil to bithiden van dem sciphern, so gheve he dat he heft upgheböret wedder, unde dar also vele to alse dat ganze lon to seghet. Vorcofte en schiphere de helfte sines scipes oder mer, unde doch in dem sceppe blivet, dem scyllen de scipmans volghen ör reyse oder ör thid ut, de se bevordet[10] hadden. Worman van gift twivolde vrucht, dar van scalman oe gheven twivold windegeld.

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[1] *scipheren*] sciphcrren, Hadorph.

[2] *sciphern*] scipheren, Hadorph.

[3] *scipmanes* ] scipmannes, Hadorph.

[4] *scipheren*] sciphcrren, Hadorph.

[5] *laten*] This word is added at the side of the MS.

[6] *ind*] in, Hadorph.

[7] *gheve dem* ] geve deme, Hadorph.

[8] *andern* ] This word is interlined in the MS.

[9] *hedde*] This word is interlined. Hette is Hadorph's reading.

[10] *bevordet*] Slyter suggests "be-" vorwordet" should be read here.

and by the shippers that he knows nothing, he is paid half his wages. But where a person engages another for pilot, and can convict him of ignorance according to the laws of the town, before he has eaten the bread of the shipmaster, he may dismiss him without wages.

## CHAPTER XX.

### Of hiring seamen.

In agreements between the shipmaster and the seaman,[1] as soon as earnest money is given, the engagement stands good. If either of them wishes to be released from the other before they eat bread together, he shall pay the other half the wages. But if the shipmaster can prove against the seaman by the evidence of shipmasters or shippers that he is good for nothing, he may dismiss him without any wages, before he eats bread with him. But if the seaman is admitted to break bread with the shipmaster, if either of them wishes to part company from the other, he must pay the other the whole wages; and should the seaman have received in advance a portion of his wages, and wishes to separate from the shipmaster too soon, he must give him back what he has received in advance, and in addition as much as will make up the entire wages. Should a shipmaster sell the half of his ship or more, and still remain in the ship, the seaman shall follow him for the voyage or for the time for which he has engaged himself. Where a person pays double freight, he shall pay also double hoisting money.

[1] *seaman* ] The same remark applies to this article, which deserves to be compared with articles ii. and iii. of the Gotland Sea Laws, p. 56.

# TWATER RECHT IN VLAENDEREN.

# SEA-LAWS IN FLANDERS.

# DIT IS TWATER RECHT IN VLAENDEREN.[1]

### Dit is tfonnesse.

1. Eerst men maect eenen man meester van eenen scepe, tscip behoert toe him tween iof hem drien, tscip vaert uten lande van danen het is, ende coemt ter Sluus te Bordeeus te Rotzeele iof el waer, ende is ghevracht te seylne in vremden landen, die meester en mach niet vercoopen tscip hine hebbe orlof van den ghenen diet toe behoert,[2] maer heeft hi te doene van vitaelgen, hi mach wel van den ghetouwe te pande setten iof legghen[3] bi rade vanden scip mans.

### Dit is tfonnesse.

2. Een scip legghet in een havene beyden den tiit ende winde, ende alst van danen varen sal, die meester is sculdich raet te nemen met sinen scip luden, ende tot hem te segghen, "Ghi heeren, wi hebben wint te "seylne;" waer eenich van den scipmannen die seiden den wint en is niet goet, ende dandere segghen dat

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[1] *Vlaenderen*] This title of the MS. is in an early hand of the fifteenth century. Another hand, probably a late hand of the same century, has added after "Water Recht" the words "de men," and after "Vlaenderen" the words "thom "Damme usert, dar de andern wa- "therrechte uth gesprathen sienn,"

[2] *diet toe behoert*] deme dat schip to behort, Gotland Sea Laws, p. 66.

[3] *iof legghen*] efte legge, ib.

# THESE ARE SEA-LAWS IN FLANDERS.[1]

This is the judgment.

1. First one makes a man master of a ship, the ship belongs to two of them or three of them, the ship sails from the land where she is and comes to Sluys, to Bordeaux, to Rochelle, or elsewhere, and is freighted to sail to foreign countries, the master may not sell the ship if he have not the leave of those to whom she belongs;[2] but should he have need of victuals, he may well set or place in pawn some of the tackle, with the counsel of the ship's crew.

This is the judgment.

2. A ship lies in a haven abiding her time and wind,[3] and when she should sail thence the master is bound to take counsel with his ship's crew, and to say to them, "Masters, we have a wind to sail;" should there be any of the ship's crew who say the wind is not good, and the

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[1] *in Flanders*] The text of these Sea Laws is from an early MS. on parchment of the fifteenth century, preserved in the Archives of the Senate of Dantzic, which consists of twenty-two folios, of which the first eleven contain the Flanders Sea Laws, and the remaining eleven the Amsterdam Ordinances, which have been printed above, p. 336. The text of this MS. varies considerably from that of the Purple Book of Bruges, and there is so great a resemblance between it and the text of those articles of the Gotland Sea Laws which are a reproduction of the Judgments of Oleron, as to suggest that they were derived from them through a common channel.

[2] *to whom she belongs*] The Bruges MS. has "vanden heeren," which is a closer translation of the Anglo-Norman "des seigneurs."

[3] *time and wind*] This phrase is common to all the Flemish and German versions, but "temps" alone is the reading of the Guildhall MSS., Vol. III., p. 6, and of the Gascon MS., Vol. II., p. 210.

wint ende weder is schoone ende goet, die meester is sculdich over een te draghen metter meester pertyen,[1] ende dede hi anders, hi ware sculdich tscip ende goed te ghelden, blevet verloren, ende heeft hi also vele waer mede.

### Dit is tfonnesse.

3. Een scip breecht in eenich land, te welker steden dat het si, die scipluden siin sculdich tgoed te behouden als si best moghen ende meest, ende ist dat si hem helpen, die meester is hem sculdich haren loen, ende heeft hi gheen ghelt, van den goede[2] dat si hem helpen behouden, so moet hi se weder bringhen tot haren lande. Ende en helpen si hem niet, hine is hem niet sculdich, ende si sellen haren loen verliesen als een scip is verloren. Ende die meester en mach tghetouwe niet vercoepen, hine hebbe orlof vanden ghenen, diet toe behoert.[3] Ende dit doen also ghetrouwelike als hi mach, ende dede hi anders, hi waert sculdich te beteren.

### Dit is tfonnesse.

4. Een scip vaert vander Sluus[4] iof van anderen steden, het ghevalt dattet breect, man is sculdich te behouden als man meest mach vanden wine iof van anderen goede. Die coopluden ende die meester worden in groeten twiste, die coop luden ieghen den meester om te hebben haer goed, si siint wel sculdich te hebben, ghelden si den vracht also verre alst dien meester ghe-

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[1] *metter meester pertyen*] mit der mesten partie, Gotland Sea Laws, p. 66.

[2] *van den goede*] That is, by the sale of the goods, which they have salved. See Vol. III., p. 7.

[3] *diet toe behoert*] dem id to hort, Gotland Sea Laws, p. 68.

[4] *vaert vander Sluus* ] varet van der Slus, ib.

others say the wind and weather are good, the master is bound to agree with the major part, and should he do otherwise, he is liable to pay for the ship and goods, should they be lost, and should he have enough to enable him.[1]

This is the judgment.

3. A ship is wrecked in any land, in whatever place that may be, the ship's crew are bound to salve the goods as best and most they can. And should they help him, the master is liable for their wages; and should he have no money, from the goods which they have helped to salve he must bring them back to their own country. And should they not help him, he is not liable to them, and they shall lose their wages just as if the ship were lost. And the master may not sell the ship's tackle, if he have not leave from those to whom it belongs,[2] and he must act as truthfully as he can, and should he act otherwise he is liable to make compensation.[3]

This is the judgment.

4. A ship sails from Sluys[4] or from another place, it happens that it is wrecked, one is bound to save the most of the wines and of the other goods which one can. The merchants and the master are in wrangle, the merchants demand of the master to have their goods, they are entitled to have them should they pay the freight as

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1 *should he have enough to enable him*] These words are not found in the Bruges MS., nor in the Guildhall MSS.; but the Black Book of the Admiralty has the words "sil a de quoy," Vol. I., p. 90.

2 *to whom it belongs*] "Van den "heeren" is the reading of the Bruges MS., corresponding to "des "seigneurs" in the Anglo-Norman text.

3 *compensation*] The Black Book of the Admiralty has here the additional words "s'il a de quoy."

4 *from Sluys*] This reading is clearly not derived from any Anglo-Norman text, which has invariably "Bordeaux."

noeghet, maer wil die meester, men mach doen ghereiden dat scip, ist dat ment beteren mach in corten tiden,[1] ende is des niet, hi mach een ander scip hueren, ende die vaert vol doen, ende hi sal hebben sinen vracht van al dien goede, datter behouden wort, be enigher manieren.[2]

Dit is tfonnesse.

5. Een scip vaert van enigher havene gheladen iof idel, ende is comen in andere havene, die scip laden en siin niet sculdich uten scepe te gane sonder des meysters orlof, want waert also dat tscip arghede[3] iof verloren worde bi enigher aventuren, si warent sculdich te beteren, maer leit dat scip ghemeert met iiii. ghetouwen, si moghen wel wt gaen, ende weder comen ten scepe ter tiit ende ter wilen.[4]

Dit is tfonnesse.

6. Het ghevalt dat scip laden hem verhueren ter tijt hoeren meester, ende eenich van hem laden gaen uten scepe sonder oorlof, ende drincken hem droncken,[5] ende maken ghestriit iof twist, het ghevalt datter eenich ghewont wort, die meester en is hem niet sculdich te doen ghenesen op des scepes cost,[6] maer hi machse

[1] *maer wil die meester, men mach doen ghereiden dat scip, ist dat ment beteren mach in corten tiden* ] The Gotland Sea Laws, p. 70, follow this text very closely. The Bruges MS. is more diffuse.

[2] *manieren*] The text from "ende "is des niet" to the end of the article is almost identical with that of the Gotland Sea Laws, p. 70, allowance being made for the difference between the Low-German and the Flemish dialects.

[3] *arghede*] 'Ergede' is the reading of the Gotland Sea Laws, 'arichde' of the Purple Book of Bruges.

[4] *ende ter wilen* ] No equivalents of these additional words are found in the Gotland Sea Laws; in other respects the article is identical with article v. of those laws.

[5] *drincken hem droncken* ] These words tally with those of article vi. of the Copenhagen MS., but the Editio Princeps of 1505 has the additional words, "dol unde vol," p. 70.

[6] *op der scepes cost*] These words are adopted in the Gotland Sea Laws, p. 72. They do not occur in the Bruges MS.

much as is enough for the master,[1] but should the master choose, he may have the ship repaired, if it can be made good in a short time, and, if not, he may hire another ship and complete the voyage, and he shall have his freight for all the goods, which have been salved, in any manner.

This is the judgment.

5. A ship sails from any haven laden or empty, and comes to another haven, the ship's crew are not entitled to go out of the ship without the master's leave. Should it happen however that the ship is deteriorated[2] or lost by any accident, they are bound to make it good. But should the ship lie moored with four hawsers, they may well go out of the ship and come back again to the ship in time and in a while.[3]

This is the judgment.

6. It happens that mariners hire themselves to their master for a term, and some of them go out of the ship and drink themselves drunk and make strife and wrangle, it happens that one of them gets wounded, the master is not bound to have him cured at the cost of the ship, but he may make them go out[4] of the ship

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[1] *as much as is enough for the master*] This text accords with the Bruges MS., but it varies considerably from the text of the Guildhall MSS., "paiaunt lur fret de taunt "come la nef ad fet de voyage, sil "plest al mestre, Vol. III. p. 8."

[2] *deteriorated* ] S'emperdoit ou s'empiroit is the reading in the Black Book of the Admiralty. Arghedo is from the verb argeren or ergeren, to become worse, from the comparative adjective "erger" in Low-German, worse, pejor.

[3] *in a while*] The phrase is redundant, and is peculiar to this MS. In other respects the article agrees with the text of the most ancient Anglo-Norman MSS.

[4] *them go out*] There is a change here to the plural number.

uten scepe doen, ende hueren andere in die stede van hem luden, ende costen si meer, si sellent betalen moeten, ende den meester weder keeren, dat si van hem ontfanghen hebben. Maer sende se die meester in eenighen dienst van dien scepe, daer si hem questen iof wonden, si siin sculdich te werden gheheelt op des scepes cost.

### Dit es tfonnesse.

7. Het ghevalt dat eenich scipman met siechede comt, hem tween iof hem drien, blivende in den dienst van den scepe, ende sine moghen van siecheden int scip niet bliven, die meester is sculdich hem uten scepe te doene, ende in een herberghe te legghen, ende hem te leveren kaers licht bi te siene, ende eene van den scip luden bi hem hem te verwaren, iof eenen anderen mensche[1] te hueren hem te verwaren, ende hem te versiene van sulker spisen alsmen int scip behoeuet ende men hem gaf doen hi ghesont was, ende anders niet, hine wilt doen, ende wil hi costeliker spise hebben, die meester en is hem niet sculdich te gheven, hine doet op des meesters cost,[2] ende tscip en is niet sculdich na hem te beyden maer te seylne alst reede is, ende ist dat zabe dat hi gheneset, so sal hi hebben al siin huere, ende sterft hi, siin wiif iof siin erfnamen[3] selt hebben.

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[1] *eenen anderen mensche*] The Gotland Sea Laws, p. 74, have an identical provision, "enen anderen "mynschen."

[2] *hine doet op des meesters cost*] "Se en waren uppe des meisters "cost" is also the reading of the Gotland Sea Laws. Both readings are probably founded on a common error as to the meaning of the Anglo-Norman text, "s'il ne soit a ses "despenses," unless it be at his, that is, the mariner's, expense. See Vol. III., p. 10.

[3] *siin wiif iof siin erfnamen*] The Gotland Sea Laws, p. 74, follow this reading more closely than that of any other MS.

and may hire others in the place of those mariners, and should they cost more, those mariners shall pay and shall give back to the master what they have received from him. But should the master send them on any service of the ship wherein they are hurt or wounded, they are entitled to be healed[1] at the cost of the ship.

This is the judgment.

7. It happens that a mariner falls into sickness, two of them, or three of them, continuing in the service of the ship, and they cannot from sickness remain in the ship, the master is bound to carry them out of the ship, and to lodge them in an inn, and to furnish them with candle-light to see by and with one of the ship's crew to wait on him, or to hire another person to wait on him, and to supply him with such food as they have on board the ship, and as he supplied to him when he was well, and none other, unless he is willing to do so; and should he wish to have more costly food, the master is not bound to give it him, if it be not at the master's cost.[2] And the ship is not bound to wait for him, but may sail when she is ready, and should it be that he gets cured he shall have all his wages, and should he die, his wife or his heirs shall have them.

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[1] *they are entitled to be healed*] This is a peculiar reading, but it accords with the reading of the Bordeaux MS., Vol. II., p. 216.

[2] *if it be not at the master's cost*] This is evidently an erroneous version, but it accords with the reading of the Gotland Sea Laws. The Black Book of the Admiralty has "si ce nest a ses despenses du "mariner," Vol. I., p. 96. On the other hand the earlier text of the Guildhall MSS. have the reading "a ses despenses," which is also the reading of Bodley MS. 462. It is probable that the Flemish translator had before him a MS. with this latter reading, and misapplied the pronoun "ses" to the master instead of the mariner. The Gascon MS., Vol. II., p. 218, avoids all ambiguity, "sil ne soit ales des-"pensas des mariniers."

## Dit is tfonnesse.

8. Een scip vaert vander Sluus iof van anderen steden, het ghevalt dat hem torment toe comet van der see, ende en mach niet liden sonder scade van goede te werpene, si siit sculdich den coopluden te toeghen, die coopluden segghen haren wille, dan machmen wel werpen bi avontueren tusschen den coep luden ende den meester, warden aldaer ten claersten,[1] ende is dat die coop luden niet en willen ghedoeghen dat men werpet, die meester en sal daer omme dat werpen niet laten, op dat hem goed denct, hem drien te sweren van sinen ghesellen,[2] als si te lande comen siin, dat siit deden om te behouden haer liif goed ende scip, ende toeghen dan datter gheworpen wart, ende het sal werden ghepriist van ponde te ponde, ende ghedeelt onder den coepluden op tgoed datter behouden word. Ende die meester is daer of sculdich te ghelden, als van sinen scepe iof van siinre vracht,[3] in eenre versettinghe van siinre scade. Elc scip man sal hebben een vat vri, ende hebben si meer goeds, dat moet deylen an die scade, na detter elc in heeft, ten si dat si hem niet eerlike en verweren in die noet als goede knapen,[4] en sellen si gheene dine vri hebben, ende men sal den meester gheloeuen bi sinen eede.

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[1] *warden aldaer ten claersten* ] These words are omitted in the Gotland Sea Laws, p. 74. As they stand, they are not very intelligible. The text of the Guildhall MSS., Vol. III., p. 12, has "les resouns del "mestre sount plus cleres," "should "the reasons of the master be more "clear," that is, more convincing.

[2] *van sinen ghesellen*] This is also the reading of the Gotland Sea Laws. The Bruges MS. has the additional words, "up de wangelie," which accords with the Guildhall MSS., "sur les seintz evangelies, Vol. III., p. 12.

[3] *iof van siinre vracht*] This reading accords both with the Gotland Sea Laws and with the Bruges MS. Verwer's text of the Judgments of Damme has the conjunctive particle, "en van synre vraght."

[4] *als goede knapen*] The Gotland Sea Laws have "also gude knapen." The Bruges MS. has "als vailliant "persoon." The Guildhall MS. has "come un homme," which is also the reading of the Black Book of the Admiralty and of the Bordeaux MS.

This is the judgment.

8. A ship sails from Sluys or from another place, it happens that a storm overtakes it at sea, and it cannot escape without the loss of goods cast overboard, the master is bound to tell the merchants of it, should the merchants declare their willingness, they may then properly cast overboard according to circumstances, as arranged between the merchants and the master; should the reasons be most clear,[1] and should it be that the merchants are not willing that they should cast overboard, the master shall not for that reason abstain from casting overboard what seems good to him, three of his comrades swearing, when they have come to land, that they did it to save life, goods, and ship, and declaring what has been cast overboard, and it shall be appraised pound by pound, and distributed between the merchants upon the goods which have been saved, and the master is bound to contribute either for his ship or for his freight[2] in any compensation for his losses. Each mariner shall have a cask free, and should he have more goods he must contribute to the loss according to that, which each has on board; but should they not have behaved themselves in the danger honourably as good mariners, they shall have no free carriage in the ship, and the master shall be believed upon his oath.

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[1] *should the reasons be most clear*] There is probably some defect in the text, but the reading accords with that of the Bruges MS.

[2] *or for his freight*] The alternative rule of contribution as regards the master is here maintained, in accordance with the text of the Anglo-Norman MSS.

Dit is tfonnesse.

9. Het ghevalt, dat een meester van eenen scepe kerft sinen mast bi grooten onwedere, hi es sculdich te roepen sine coop luden, ende hem te toeghen die noot, ende dat het is om te behouden liif, scip, ende goed,[1] ende som wilen ghevalt dat si hare kabele kerven, ende laten hare anckere varen om te behouden dat scip ende dat goed, men is alle beide mast ende anckere sculdich[2] te prisen van ponde te ponde als see werp, ende so sellen die coopluden daer of ghelden, eer si haer goed wt den scepe doen, ende waert al so dat het scip droeghe sate, ende die meester beide om ghescil van hem luden, ende in dat scip eenich goed lekende worde ende uten vate liepe, die meester sal daer of sonder scade bliven, ende salre of hebben sinen vracht gheliic, als van dien anderen goede.[3]

Dit is tfonnesse.

10. Het ghevalt, dat een meester comet bi der stede daer hi ont laden sal, hi is sculdich den coop luden te toeghen die coerden ende ghetouwe,[4] daer hi mede winden sal, ende is daer yet an te beteren, hi moet beteren,[5] want worde al daer een vat iof pipe verloren bi ghebrec van den ghetouwe, die meester ende die

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[1] *liif, scip, ende goed*] The Gotland Sea Laws have "lif unde "gud unde süntheit." The Bruges MS. "tscip ende tgoed," which accords more closely with the Guildhall MSS.

[2] *sculdich*] This word is omitted in the Gotland Sea Laws.

[3] *die meester sal daer of sonder scade bliven, ende salre of hebben sinen vracht gheliic, als van dien anderen goede*] The Gotland Sea Laws follow the concluding sentence of this article very closely, p. 78.

[4] *die coerden ende ghetouwe*] The Gotland Sea Laws have "de corden "unde dat getow," whilst the Bruges MS. accords with the Guildhall MSS. in reading simply "die "coorden."

[5] *is daer yet an te beteren, hi moet beteren*] This reading accords with the Bruges MS. The Gotland Sea Laws have a peculiar reading, "is "dar wad valshes mede, he mot id "beteren."

This is the judgment.

9. It happens that the master of a ship cuts away his mast in very bad weather, he is bound to summon his merchants and to show to them the necessity, and that it is to save life, ship, and goods;[1] and somewhile it happens that they cut their cables and let their anchors go to save ship and goods; one is entitled to appraise all both ship and anchors pound for pound as in jetison, and the merchants shall pay for them before the master puts their goods out of the ship. And should it be that the ship settles dry, and the master abides on account of the dispute of those people, and any goods in the ship become leaky and the casks leak out, the master shall remain clear of all damage, and shall have his freight thereof the same as for the other goods.[2]

This is the judgment.

10. It happens that the master comes to a place where he should unload, he is bound to show to the merchants the ropes and hawsers wherewith he will hoist their goods, and should there be anything to amend,[3] he must amend it. Because, should there be any pipe or cask lost through the breaking of the hawsers, the master and

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[1] *life, ship, and goods*] This is also the reading in Boxhorn's Laws of Westcapelle. The reading in Verwer's Judgments of Damme is "schip, liif, en goed."

[2] *other goods*] The text of the Guildhall MSS. is to the same purport, but the Black Book of the Admiralty and the Bordeaux MS. speak of "wines" instead of "goods."

[3] *anything to amend*] This accords closely with the text of the Guildhall MSS.

sciplu den waren sculdich den scade te beteren, ende die meester moet daer an deelen over mits dar hi nemet winde ghelt, ende twindeghelt is sculdich te siin ghedeelt in versettinghe der scaden eerst in, ende tremenant[1] moet siin ghedeelt onder hem luden, ende braken die coerden eer dat si se die coop luden toegheden, so siin si sculdich alle die scade te ghelden,[2] maer segghen die coopluden dat die ghetouwe is goed ende starc, ende breket dan, elc is sculdich te deylen an die scade, elc coop man sal ghelden an die scade siin deel even ghelike.[3]

**Dit es tfonnesse.**

**11. Een scip is ter Sluus iof in anderen steden om wiin te laden, ende vaerd van danen gheladen, ende die meester iof sine scip luden en verseekeren niet hare fustalle noch hare sloten,[4] als si sculdich waren te doene, ende het ghevalt, dat storm iof quaet weder op hem comet, dat die fustalle breket, ende dat vat iof pipen den bodem wt vlieghet, tscip comet behouden, die coopluden segghen dat bi der fustallen[5] haren wiin verloren si, die meester seit dat des niet en is,**

[1] *ende tremenant*] The Bruges MS. has "ende tremanant." The Copenhagen MS. of the Gotland Sea Laws has a peculiar reading, "dat drud-" den del," p. 80.

[2] *so siin si sculdich alle die scade te ghelden*] The Gotland Sea Laws have "so sin se alle den schalden " den copluden to geldend."

[3] *elc coop man sal ghelden an die scade siin deel even ghelike*] The Gotland Sea Laws follow this text very closely, "unde ealik coopman " schal gelden sin del euen gelike."

[4] *hare fustalle noch hare sloten*] The Gotland Sea Laws have "ere " fustalle noch ere sloten." The Bruges MS. has "die sloten van der " fustaille," whilst all the Anglo-Norman versions have simply "lor " boucle," or its equivalent.

[5] *bi der fustallen*] The Gotland Sea Laws have "by der fustalle," whilst the Bruges MS. has "bi der " fustaille ende ghebrec van den " sloten."

the ship's crew are bound to make good the damage, and the master must share in it as he receives hoisting money, and the hoisting money is liable to contribute first of all to compensate the damage, and the remainder[1] must be shared amongst them.[2] And should the ropes break before they have shown them to the merchants, they are bound to pay all the damage. But should the merchants say that the ropes are good and strong, and thereupon they break, each is liable to contribute to the damage, that is, each merchant[3] shall contribute to the damage his share equally alike.[4]

This is the judgment.

11. A ship is at Sluys or in another place to load wine, and sails thence laden, and the master or the ship's crew do not secure their bulkheads[5] and their hatches,[6] as they were bound to do, and it happens that storm or bad weather comes on, so that the bulkheads break away and the bottoms of the casks or pipes come out; the ship arrives safe, should the merchants say that the wines are lost by reason of the bulkheads, and the master says it is not so, and should it be the case that the master and three

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[1] *remainder*] The text of the MS. here betrays its Anglo-Norman source, as "remanent" or "remanant" is the invariable reading of the Anglo-Norman MSS.

[2] *them*] The correct translation would be "those persons," a Low-German rendering of the Anglo-Norman phrase "entre eux."

[3] *each merchant*] The Anglo-Norman text has "chascun doit "partir au dommage, c'est assavoir, "les marchaunz."

[4] *equally alike*] This accords in substance with the reading of the Bruges MS, "ghemeenlike," "in "common." The Black Book of the Admiralty has another reading, "tant seulement," which is common to all the Anglo-Norman MSS.

[5] *bulkheads*] Whether the term "fustalle" has been here properly translated "bulkheads" may be doubtful, as it is generally used to signify the large casks, with which vessels engaged in the Gascon wine trade were fitted out to receive the wine of the merchants, but this latter meaning of the term does not harmonise with the context.

[6] *hatches*] The term "sloten" may be intended as the equivalent of the Anglo-Norman "boucles."

ende is dat zake dat die meester ende drie iof viere van sinen sciplüden, die die coopluden daer wt kyesen, willen sweren dat die wiin niet vorloren en si bi ghebrec van den fustalle noch van sloten, die meester sal daer quiit of wesen, ende ist dat si dat niet en willen sweren, so siin si sculdich den coop luden verset te doene van dier scade,[1] want si siin sculdich die fustalle te versekeren ende te sluten haren sloten wel ende seker, eer si sceiden van daer si laden.

### Dit es tfonnesse.

12. Een meester huert siin scip luden, hi isse sculdich te houden in payse, ende haer middelaer[2] te siin van al dat si male den anderen doen iof mesdoen, al so langhe als hi hem broot ende wiin ter tafelen leghet, ende die den anderen lochent[3] hi verbuert iiii. penninge, ende lochent enich den meester[4] iof die meester enich scipman ele verbuert viii. penninge. Ende is dat zake dat die meester enich scipman slaet metter hant iof metter wst, hi is hem sculdich eenen slach te verdraghen, maer sloghe hine meer, hi moeste hem wel verweren, ende sloghe enich scipman den meester, hi verbuerde c. scillinge iof sine wst.[5]

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[1] *verset te doene van dier scade*] The Gotland Sea Laws have a more complex reading, "eren schaden to "beterende unde to vor settende." The Bruges MS. has "die te "restoren."

[2] *haer middelaer*] Ere middeler is the corresponding reading of the Gotland Sea Laws. The Bruges MS. has the word "juge," which is also the reading of the Guildhall MSS., and of the Black Book of the Admiralty.

[3] *die den anderen lochent*] The Gotland Sea Laws have the very same words, "de den anderen lochent." The Bruges MS. has the reading "die anderen heet lieghen."

[4] *lochent enich den meester*] The Gotland Sea Laws have "lochent "jenich den meester." The Bruges MS. has "heter enich den meester "lieghen."

[5] *sine wst*] The latter part of this article is in perfect accordance with Art. 26 of the Gotland Sea Laws.

or four of his ship's crew, whom the merchants select, will swear that the wine was not lost from the breaking of the bulkheads or of the hatches, the master shall thereupon get off free, and should it be that they are not willing to swear, they are bound to indemnify the merchants for their loss, because they are bound to secure their bulkheads, and to close their hatches well and securely,[1] before they start from the place where they were laden.

This is the judgment.

12. A master hires a ship's crew, he is bound to keep them in peace [2] and to be their mediator [3] in all that they do or misdo towards one another, so long as he sets bread and wine on the table before them; and he who reviles another shall be fined four pennies,[4] and any one reviling the master or the master a mariner is fined alike eight pennies.[4] And should it be the case that the master strikes any mariner with his hand or with his fist, the latter is bound to support one blow; but should he strike him any more, he may properly defend himself; and should any mariner strike the master, he shall be fined one hundred shillings [5] or lose his fist.

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[1] *their hatches well and securely*] The author of the "Rutter of the "Sea" has a very different reading, Vol. I., p. 103, which is also adopted in Cleirac's version of the Roolle Dolayron, Vol. II., p. 446. The purport of the article seems to have been to affirm the responsibility of the master and crew for any insecure stowage of cargo.

[2] *in peace*] The scribe has here followed the example of the scribe of the Bruges MS. in vernacularising the Anglo-Norman word "paix." "Payse" is also the reading in Wagenaar's Judgments of Westcapell.

[3] *mediator*] The use of this term in the text of the Laws of Oleron, which was observed in the ports of the Baltic Sea, is remarkable. "Middelaer" is also the reading in Verwer's Judgments of Damme. Wagenaar combines the terms mediator and judge, "haer middelaer "oft juge."

[4] *pennies*] The German text has d', which was in general use to denote "denarios" or "deniers."

[5] *one hundred shillings*] The text has s', which is an usual abbreviation of "scilling" or "scelling."

Dit is tfonnesse.

13. Een scip vervracht tot Bordeeus te varen iof anders waer, ende het comet daert ontladen seal, ende maken tot haren partyen,[1] togagen[2] ende die scaden siin op die coopluden, an die costen van Bartaengen diese nemen sal van datmen liit liis de Bades,[3] ende siin cleine die scaden van dat men liit Caleis, van Normendien van Inghelant ende van Scotlant, van dat men liit Jernmuden, ende van Vlaenderen dat men past Caleys.

Dit is tfonnesse.

14. Het ghevalt, dat twist is tusschen den meester ende den coopluden,[4] die meester sal bivelen tscoen laken[5] van voor die scipman te doene jeghen hem, daer hi striit jeghen heeft ghehat. eer hi hem wt sinen scepe heet gaen, ende is dat zake dat die scip-

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[1] *ende maken tot haren partyen*] The Gotland Sea Laws accord in reading "unde maken to ere partie." The Bruges MS. has "ende maken "charter partie."

[2] *togagen*] The compiler of the Gotland Sea Laws has been at a loss as to the meaning of this word, and writes "togader." "Tonage" is the reading of the Bruges MS.

[3] *liit liis de Bades*] The Copenhagen MS. of the Gotland Sea Laws has "lyt hiis de Bades," which is also the reading of the Editio Princeps of 1505. It is obvious that "hiis" is a miscopying of "liis," and that "liis de Bades" is an awkward translation of "l'isle de "Bas," which is the reading in Verwer's text of the Judgments of Damme. The rest of the article accords with article 27 of the Gotland Sea Laws.

[4] *coopluden*] This reading has also been adopted in the Gotland Sea Laws, but the context obviously requires "scipluden," which is the reading of the Bruges MS., and which accords with "les mariners" in the Whitehall MSS.

[5] *tscoen laken*] "Schoenlaken" is the reading of the Copenhagen MS. of the Gotland Sea Laws, as well as of the Editio Princeps of 1505.

This is the judgment.

13. A ship is freighted to sail to Bordeaux or elsewhere, and it arrives where it should unload, and they make a division of the expenses,[1] towage,[2] and petty expenses[3] are on the merchants on the coast of Brittany, those whom they shall take from where they pass the island of Bas, and they are petty expenses from where they pass Calais from Normandy, from England and from Scotland from where they pass Yarmouth, and from Flanders from where they pass Calais.

This is the judgment.

14. It happens that there is a dispute between the master and the merchants,[4] the master shall take away the table cloth[5] from before the mariner to give notice to him, with whom he has the dispute, before he makes him go out of the ship, and should it be the case that

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[1] *a division of the expenses*] The Editor has adopted a translation of this passage somewhat different from the usual translation of it, but the word "partir" occurs in various articles in the sense of "sharing the "expenses."

[2] *towage*] Togagen is a doubtful reading of the text. The Bruges MS. has "tonage," which may fairly be taken to be a miswriting of "touage." That "towage" was held at Oleron to be properly a charge on the cargo is to be inferred from "Les Bonnes Coutumes de la "Commune d'Oleron," Vol. II., p. 372, according to which the cargo, in proportion to its value, paid the dues for the towage paths (rivage).

[3] *petty expenses*] The word "petty" is clearly wanting in the MS. It is possible that the phrase "cleine scaden" had a peculiar meaning in the Baltic ports, and included something more than the services of a harbour pilot, the "petites lodmanages" of the Guildhall MSS.

[4] *the merchants*] The context clearly requires "mariners" in substitution for "merchants." This is one of the remarkable points of similarity between this MS. and the Copenhagen MS. of the Gotland Sea Laws, in which the defects of the one are repeated in the other.

[5] *the table cloth*] The word "schoenlaken" means properly a fine cloth, such as is described in the Wisby Stadslag, l. iii., p. iii., ch. xv., as made at Ghent or elsewhere, p. 406. In modern Flemish it is used to signify "the clean cloth," and in that sense it may here mean the "cloth laid for "dinner," the taking away of which was a notice to the mariner, that dinner would not be served to him.

man den twist ende die mesdaet biet te beteren tot der scip manne segghen van der tafelen, ende die meester is so overmoedlich, dat hire niet toe vallen en wille, en doet en wt gaen, die scipman mach den scepe volghen daert ontlaet, ende hebben also goede huere iof hi int scip ghecomen ware, te beteren die misdaet, ten segghene van die vander tafelen. Ende wonnen die meesters niet al so goeden enen scipman als die, ende hi bi eenigher manieren[1] eenich goed iof scip verlore, die meester is sculdich die scade te beteren,[2] heeft hi al so vele goeds mede te betalen.

## Dit is tfonnesse.

15. Het ghevalt dat een scip leit in een havene ghemeert, ende een ander[3] scip comet mitten ghetide ende slatet tscip, dat daer ghemeert leit, so dattet van dien slaghe scade heeft, ende wiin daer in den bodem wt vlieghet, die scade is sculdich te siin ghedeelt bi prise onder beide die scepen[4] ende die wiin iof tgoet, dat is in beide die scepen,[5] is sculdich te deilen ghemeenlike die scade onder hem luden,[6] die meester van den scepe, die tander deel heeft, is sculdich mit sinen scipluden te zweren, dat siis niet willens en deden,

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[1] *manieren* ] "Eventure" is the reading of the Gotland Sea Laws, which is akin to "aventure," the reading of the Bruges MS.

[2] *te beteren*] "To be talende" is the reading of the Gotland Sea Laws. In other respects, the text of the concluding part of the article harmonises with them.

[3] *ende een ander* ] The scribe of the Copenhagen MS. of the Gotland Sea Laws has by inadvertence omitted the words from "ende een "ander" to "ghemeert leit." It is noteworthy that the Editio Princeps of 1805 has the same defect.

[4] *onder beide die scepen* ] These words are omitted in the Gotland Sea Laws.

[5] *beide die scepen*] The Copenhagen MS. of the Gotland Sea Laws has the reading "beide de schipper." The Editio Princeps has "beyden "schepen, de schipper."

[6] *is sculdich te deilen ghemeenlike die scade onder hem luden*] This is an intelligible reading, consistent with what precedes, and is in accordance with the Bruges MS. which reads "onder hemlieden." The Gotland Sea Laws have an inconsistent reading.

the mariner offers to make amends for the dispute and misconduct to the satisfaction of the mariners at the table, and the master is so unreasonable that he will not admit it, and he makes him go out of the ship, the mariner may follow the ship to where it unloads, and have as good wages, as if he had come back on board the ship to make amends to the satisfaction of those who are of the table. And should the master not hire so good a mariner as he was, and by any means any goods or the ship is lost, the master is liable to make good the loss, if he has goods enough to pay for it.

This is the judgment.

15. It happens that a ship lies in a haven moored, and another ship comes with the tide and strikes the ship which lies moored, so that it suffers damage from the blow, and the wines have the bottoms of their casks started, the damage is to be paid for by appraisement between the two ships and the wines or the goods,[1] which are in the two ships, contribution is to be made in common amongst them[2] for the damage. The master of the ship which has struck the other is bound with his crew to swear that he has not done it willingly, and this

[1] *and the wines or the goods*] The construction of the sentence is not very clear, as there are probably some words redundant in it. It may be translated, "and the wines "or the goods, which are in both "ships, are liable to contribute in "common amongst them to the "damage."

[2] *amongst them*] "Entre les mar-"chaunts" is the reading of the Guildhall MSS., which accords with the Black Book of the Admiralty.

ende dit is die redene[1] waer omme tfonnesse ghemaect is. Het ghevalt[2] dat men een out scip ghaerne leit in den wech van den beteren scepen, om van den anderen alle die scade te hebben, waert dattet van eenen anderen goeden scepe ghebroken worde, maer als men weet dat die scade half ende half gheewiist, wort so leitment gherne buten den weghe.

Dit is tfonnesse.

16. Een scip iof twee scepen iof meer die ligghen in een havene, daer luttel waters is, so dat een wort sittende bi den anderen, die meester van den scepe is sculdich te segghen tot den anderen scipluden, "Ghi "heeren, licht uwen ancker, want hi ons te na leit," ende wi mochten daer bi scade comen, ende sine willen den ancker niet lichten, die ander meester ende sine scip luden die gane lichten, ende gaen ligghen bet vorwaerts van hem luden,[3] ende ist dat hem die ander verbieden,[4] ende sire scade bi liden iof nemen,[5] si siin dat wel sculdich te beteren, ende leit eenich ander ancker sonder boye, die scade doet, wies dat hi si, hi ist sculdich te beteren, ende is datmen in een droeghe havene leit, men is sculdich te legghene boech linen[6] ende ghetouwe, dat niet tfeyle.

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[1] *die redene* ] The reading here agrees with the Bruges MS. The Gotland Sea Laws have "redelike "ordinancie."

[2] *Het ghevalt*] This is the commencement of a separate article both in the Copenhagen MS. and in the Editio Princeps of the Gotland Sea Laws, but the text of the Editio Princeps varies somewhat from the Copenhagen MS.

[3] *ende gaen ligghen bet vorwaerts van hem luden* ] The Copenhagen MS. of the Gotland Sea Laws has a similar reading, "unde leggen "beth vorwardes van en," which is also the reading of the Editio Princeps of 1505.

[4] *dat hem die ander verbieden*] The Gotland Sea Laws have the reading "dat se en vor beden," whilst the Bruges MS. reads "dat dander hem"lieden verbieden."

[5] *scade bi liden iof nemen*] "In "schaden komen" is the reading of the Copenhagen MS.

[6] *te legghene boech linen* ] The Copenhagen MS. omits "te leg"ghene" by an error of the scribe, and reads "botline." The Bruges MS. has "te lecghene bailgrie," which latter word is probably a miswriting for "bailyne."

is the reason [1] wherefore the judgment has been made. It happens [2] that one lays an old ship right in the way of a better ship in order to have all the damage from the other, in case it should be broken to pieces by the other good ship; but when one knows that the damage will be reckoned half and half, one lays the ship right out of the way.

This is the judgment.

16. One or two ships or more are in a haven where little water is, so that one grounds near the other, the master of the ship is bound to say to the crew of the other, "You masters, raise your anchor, because it lies too "near us, and we may thereby incur damage," and they will not raise their anchor, the other master and his crew go to raise it, and they go to lay it further forwards [3] of them, and should it be that the others forbid them, and they thereby incur or suffer damage, they are [4] bound to pay for that damage. And should any one lay out an anchor without a buoy, which does damage, he is liable to make compensation. And should it be that one lies in a haven that dries, one is bound to lay out buoy lines and hawsers,[5] so as not to be in default.

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[1] *and this is the reason* ] There is a remarkable difference here to be observed in the reading of the Copenhagen MS. of the Gotland Sea Laws, with which the Editio Princeps of 1505 agrees.

[2] *It happens that*] It is obvious that the scribe of the Copenhagen MS. of the Gotland Sea Laws has been in error in separating the paragraph here commencing from that which precedes it, as the paragraph so separated is incoherent.

[3] *lay it further forwards* ] The Bruges MS. has nothing corresponding to these words, but they are in accordance with the text of the Guildhall MSS., "la vount lever et "esloigner de li."

[4] *they are*] that is, "the others "are."

[5] *buoy lines and hawsers* ] The meaning of this passage may be, that the master of a ship is bound so to moor his vessel, that she should keep her proper station when the haven dries. See p. 325 and p. 331.

### Dit is tfonnisse.

17. Die sciplude van der cost van Bartangen si siin sculdich te hebben een maeltijt tsdages,[1] om datmen te varen ende te keren wiin drincken. Die Noormanne moetentre ii. hebben, om dat si anders niet en drincken dan born[2] tot haren drancke, maer als dat scip comet, daer die wiin wasset,[3] die meester is hem sculdich haren dranc wiin te ghevene.

### Dit is tfonnesse.

18. Het ghevalt dat een scip comen is tot siinre rechter ondlaet stede te Bordeeus iof anders waer, die meester is sculdich te vraghen sinen scipluden, "Ghi "heeren legghedi uwe voeringhe[4] iof verachter dise, ende "laet dise in die vracht van den scepe," si siin sculdich te segghen wat si doen willen, ende ist dat si kiesen alsulken vracht te hebben als dat scip heeft, si sellense hebben,[5] ende willen si, si moghen doen in manieren, dattir tscip niet na en leit, ende vinden si na dien ghene vracht, die meester en sal daer gheene weder stoet of hebben, maer hi es hem sculdich te toeghen

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[1] *een maeltijt 'tsdages*] The Gotland Sea Laws have a similar reading, "ene maltid des dages." The Bruges MS. has "ene kuekene," a Flemish form of the Anglo-Norman "cuisine."

[2] *dan born* ] The Gotland Sea Laws have the same phrase "dan "born." The Bruges MS. has "dan water."

[3] *daer die wiin wasset*] The Gotland Sea Laws have "dar win "wasset." The Bruges MS. has "daer de wiin groeyt."

[4] *legghedi uwe voeringhe* ] The Gotland Sea Laws follow the text very closely. The Bruges MS. has "bevrecht uwe mareen," which is a Flemish translation of the reading of the Black Book of the Admiralty, "frettez vous vos marrees," Vol. I., p. 112.

[5] *si sellense hebben*] These words are omitted in the Gotland Sea Laws.

This is the judgment.

17. Mariners from the coast of Brittany are entitled to have one meal a day, inasmuch as in going and in returning they have wine to drink. Normans must have two meals, inasmuch as they drink nothing else than water[1] for their drink; but when the ship comes there where the wine grows,[2] the master is bound to give them wine for their drink.

This is the judgment.

18. It happens that a ship arrives at its right discharge at Bordeaux or elsewhere, the master is bound to say to his ship's crew, " Sirs, will you load your fares,[3] " or will you freight them and let them at the freight of " the ship." They are bound to say what they will do; and should they choose to have such freight as the ship has, they shall have it; and should they wish,[4] they must do it in such a manner that the ship is not delayed; and should they not find any freight, the master shall not have any objection raised against him; but he is bound to show them their room[5] and their berths, and each

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[1] *water*] The word "born" properly means a source or spring of fresh water. It is here used to signify water from such a source.

[2] *where the wine grows*] This accords with the reading of the Black Book of the Admiralty, and of the Guildhall MSS. In Cleirac's version the phrase " la terre au vin " had come into use.

[3] *fares*] The term "voeringhe" is difficult to translate, as it means the space assigned to each mariner, in which he might either load goods on his own account, or which he might let to a merchant for freight. There is no precise equivalent amongst English maritime terms; " the mariner's venture" comes nearest to it.

[4] *should they wish*] Some words are here omitted, which are also omitted in the Gotland Sea Laws, namely, "should they wish to let " their fares."

[5] *their room*] that is, their stowage room, as distinguished from their sleeping quarters.

haer rwm ende haer lech,[1] ende elc scipman mach daer in legghen tghewichte van siin voeringhe, ende willen si, si moghen daer in legghen een vat waters, die meester ende die scipmanne, ende wordet over worpen in die see, het soude gherekent wesen over wiin iof over ander goed, van ponde te ponde, ende mochten hem die coopluden[2] redelike bedraghen in die see, ende cost te doen[3] eenighen coopman, al sulke vrede als scipmanne hebben, al so sal hebben die coopman.

Dit is tfonnesse.

19. Een scip comet gheladen ende behouden tot siinre rechter ontlaet steden, die scipluden willen hare huere hebben, ende daer siinre sulc, die weder bedden noch scrine[4] int scip en hebben, die meester mach houden hare dinc huere,[5] om tscip weder te bringhen daer sire in quamen, iof sekerheit te doene die vaert te vol doene.

Dit is tfonnesse.

20. Een meester huerte sine scipmanne, die ene te varen ende te keeren sellen hebben hare voeringhe,

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[1] *haer rwm ende haer lech*] The Gotland Sea Laws have a similar reading, "ere rum unde ere let." The Bruges MS. has "haerlieden "rive ende haerlieden leyre," which is a Flemish rendering of the Anglo-Norman text, "leur rives et leur "lier," Vol. I., p. 112.

[2] *die coopluden*] The Gotland Sea Laws have the reading "eme," which seems to refer to the mariners, but the Bruges MS. has "coop-"lieden."

[3] *cost te doen eenighen coopman*] The meaning of this passage is somewhat obscure, but it agrees with the text of the Gotland Sea Laws, in which M. Pardessus proposes to substitute "koft den enigem kopman," "and should he sell it to any mer-"chant," which would accord with the Anglo-Norman MSS.

[4] *noch scrine*] This reading accords with the Bruges MS. The Gotland Sea Laws have "kisten."

[5] *dinc huere* ] These words are considered by Slyter to have been originally a miswriting for "dinck "ende huer," which is the reading of a MS. in the Library of the University of Copenhagen, Arn-Magn, No. 294. If they are a miswriting, it is noteworthy that "denck hiire" is also the reading of the Copenhagen MS. of the Gotland Sea Laws, and "dinck hure" of the Editio Princeps of 1505.

mariner may stow there the weight of his fare, and should they choose, they may stow there a cask of water, the master and the mariners;[1] and should it be cast overboard into the sea, it shall be reckoned for wine or for other goods, pound for pound; and should the merchants[2] conduct themselves reasonably at sea, and a merchant has to cast overboard,[3] such franchise, as the mariner has, the merchant shall also have.

This is the judgment.

19. A ship comes laden and safe to its right discharge; the ship's crew wish to have their wages, and there are some who have neither bed nor chest on board ship, the master may retain their wages which have been agreed upon,[4] in order that they may bring back the ship to the place where they embarked, or may make them give security to complete the voyage.

This is the judgment.

20. A master hires his mariners, some will have their fares to go and to return, others for money, they see[5]

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[1] *the master and the mariners*] These words are very loosely connected with the context. The Bruges MS. has the additional words "may well do so," whilst the whole passage is omitted in the Guildhall MSS., and in the Black Book of the Admiralty. A MS. in the Library of the University of Copenhagen, Arnae-Magn, No. 294, has the reading, "stuerman ende schip-"man."

[2] *the merchants*] This passage in the Guildhall MSS., and in the Black Book of the Admiralty, is written, "if they," that is, the mariners, "exert themselves reasonably at "sea," such condition having reference to the preceding words.

[3] *and a merchant has to cast overboard*] The Bruges MS. has a more explicit reading to the same effect, but the Black Book of the Admiralty differs entirely, and has the reading, "et si ansi soit qu'ilz le "frettent aux marchantz." See Vol. I., p. 24.

[4] *their wages which have been agreed upon*] The word "dinc" is "from dinghen," pacisci, to settle by compact or agreement.

[5] *they see*] that is, those who sail on the venture of the voyage.

dandre om ghelt,[1] si sien dat tscip gheenen vracht[2] en vint te lande te keeren ende moet van danen varen,[3] si moeten tscip volghen, maer die ghene die niet ghehuert en siin om ghelt die meester moet hem hare huere beteren elken na sinen ghelike, daer na dat si ghehuert siin bi terminen, laden si nare, si siin sculdich te hebben hare huere, maer si moeten tscip helpen bringhen, daer siit namen, wil die meester.

## Dit is tfonnesse.

21. Het ghevalt dat een scip leit te Bordeeus iof anders waer, van sulker spisen,[4] als men daer et int scep, twee scipmanne moghen uten scepe een gherechte draghen, ende alsulc broot als daer binnen es, na dat si eten moghen tot eenen male, maer si en moeten daer gheenen dranc wt draghen, ende si moeten schiere weder comen, so dat die meester niet en let of dat hi niet en verlet,[5] ende si van des scepes[6] werke want name die meester scade bi ghebrec van haren werke, si mosten dat beteren, ende dat hem een scipman quetsede bi ghebrec van hulpe, si siin hem sculdich te doene ghenesen, ende haer ghebrec van hem te beteren den meester ende den ghesellen van der tafelen.

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[1] *dandre om ghelt*] "dan de umme "gelt" is the reading of the Gotland Sea Laws, in which "dan de" is evidently a miswriting of the scribe.

[2] *gheenen vracht*] The Gotland Sea Laws have "schone vracht," which is probably an error of the scribe.

[3] *van danen varen*] Some words are here omitted. The Bruges MS. has the additional words "de "ghuene die varen up de burech-"tinghe." The Gotland Sea Laws are still more defective, and omit also "si moeten tscip volghen."

[4] *van sulker spisen*] This is also the reading of the Gotland Sea Laws. The Bruges MS. has "van "alsulker kuekne."

[5] *so dat die meester niet en let of dat hi niet en verlet*] The Copenhagen MS. of the Gotland Sea Laws has "se dat deme meister nicht en "ledet." The Editio Princeps of 1505 has "dat se deme meister "nicht vortornen."

[6] *ende si van des scepes*] The rest of this article in the Gotland Sea Laws has evidently been derived from another source.

that the ship cannot obtain freight on land to return, and must sail thence, they must follow the ship; but those who are not hired for money, the master must increase their wages each in an equal degree in proportion to the rate at which they have been hired for a term.[1] Should they load the ship nearer, they are entitled to have their wages, but they must help to take the ship back, whence they brought it, should the master wish it.

This is the judgment.

21. It happens that a ship lies at Bordeaux or elsewhere, of such food, as one eats on board ship, two mariners may carry out of the ship one portion, and of such bread as is in the ship, as much as they can eat at one meal. But they may not carry out any drink, and they must come back promptly to the ship, so that the master may not lose nor suffer thereby;[2] and as regards the work of the ship, should the master suffer any damage from default of their services, they must compensate it; and should a mariner harm himself from default of help, they are bound to contribute to his cure, and to make amends for their default to the master and their companions of the table.

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[1] *for a term*] The Black Book of the Admiralty has "a termine lieu," which is also the reading of the Guildhall MSS., namely, "for a "definite place."

[2] *suffer thereby*] This repetition does not occur in the Bruges MS., nor in the Guildhall MSS. The meaning seems to be "that he may "incur neither loss nor damage."

Dit is tfonnesse.

22. Het ghevalt dat een meester vervracht siin scip eenen coepman, ende bespreke bi eenen termine tscip te ladene, die coopmanne en ladens niet, ende houden tscip ende die luden xv. daghen iof langher, ende eenich tiit verliest die meester sinen vracht bi ghebrec van den coopmanne, die coopman is sculdich te beteren dien meester alsulke scade, als daer of gheset wert,[1] ende daer of sellen hebben die scipmanne dat vierendeel,[2] ende die meester dat driedeel,[3] omme redene dat hem haer coste wint.

Dit is tfonnesse.

23. Een meester vervracht siin scip, ende laet om siin reyse te doene, ende hier binnen blivet, tscipligghende al so langhe dat hem ghelts ghebreket, die meester mach wel senden tsinen lande om ghelt, maer hi en moet gheenen goeden wint verlegghen,[4] dede hiit, hi ware sculdich den coopluden hare scade te beteren, maer hi mach wel nemen vander coopluden wiin, ende vercoopen ende nootterfste[5] daer of, ende als tscip ghecomen is tot siere rechten ont laet stede, den wiin, die die meester ghenomen heeft, is sculdich te siin gherekent,[6] also alsmen anderen wiin vercoopen, ende die meester sal hebben van desen wine sinen vracht ghelike als van den anderen.

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[1] *gheset wert*] The Gotland Sea Laws have the same reading, which seems to have been introduced through the Bruges MS., which has "als men zeeghen ende ordineeren." The Guildhall MSS. simply read "est tenuz al amender a le mestre."

[2] *vierendeel*] The Gotland Sea Laws have "verndel."

[3] *driedeel*] The Gotland Sea Laws have "dat ander." The Bruges MS. "de drie vierendeele." The Guildhall MSS. "les trois parties."

[4] *gheenen goeden wint verlegghen*] The Gotland Sea Laws have "nenen "guden wint vor liggen." The reading of the Bruges MS. is "es "niet schuldich tiit le verliesene."

[5] *ende nooterfste daer of*] The Gotland Sea Laws have "unde "nemen sine nottroft dar af," which is a better reading.

[6] *te siin gherekent*] The Gotland Sea Laws have "to geldende."

This is the judgment.

22. It happens that a master lets his ship for freight to a merchant, and bespeaks a term for it to load within, if the merchant should not load it, and he keeps the ship and the crew fifteen days or longer, and the master loses his freight for any time through the default of the merchant, the merchant is bound to make good to the master all such damage, as shall be awarded,[1] and thereof the mariners shall have a fourth, and the master three-fourths, for the reason that he provides[2] the expenses.

This is the judgment.

23. A master lets his ship for freight, and loads it in order to make its voyage, and it remains here in port; the ship lies here so long that money fails them, the master may properly send to his own country for money, but he must not lose a good wind,[3] should he do so, he would be liable to compensate the merchants for their loss; but he may properly take wines of the merchants, and sell them, and supply his wants therewith; and when the ship has come to her place of right discharge, the wines which the master has taken are to be reckoned at the price at which they sell the other wines, and the master shall have from those wines his freight, equally as from the others.

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[1] *as shall be awarded*] This phrase implies the existence of a tribunal, to which the question of damages could be referred.

[2] *provides* ] The Guildhall MSS. have the reading "par la resoun "qu'il trouve les coustes," which agrees with the Black Book of the Admiralty.

[3] *a good wind* ] The Guildhall MSS. and the Black Book of the Admiralty have simply "il ne doit "mie perdre temps."

Dit is tfonnesse.

24. Een knape is leidsman van eenen scepe, ende is ghehuert te bringhen tscip daer ontladen sal, het ghevalt, dat in die havene siin keden iof sloten, daer men binnen die scepen ontlaet, die meester is sculdich den scipmanne te voer siene die stede, daer men die scepe in leit, ende siin ghetouwe[1] wt setten, so dat die coopluden ghene scade en neme bi ghebrec van ghetouwe, ende nemen die coopluden scade bi ghebrec van den ghetouwe,[2] die meester moet beteren,[3] die leidsman sal sine vaert hebben ghedaen, als hi tscip heeft ghebracht toten kevenen,[4] ende nicht vorder en is hiit sculdich te bringhen, ende dan voert meer, so blivet tscip opten meester, ende op die scip luden.

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[1] *ghetouwe*] "Ge truwe" is the reading of the Copenhagen MS. of the Gotland Sea Laws. The Editio Princeps of 1505 has "ghetouwen."

[2] *ende nemen die coopluden scade bi ghebrec van den ghetouwe*] This passage is omitted by an error of the scribe in the Gotland Sea Laws.

[3] *beteren*] This reading accords with that of the Gotland Sea Laws, which agree also with Verwer's Judgments of Damme; but the Bruges MS., supra, p. 99, has certain additional words, which are also found in the Guildhall MSS., and which are not very easy to interpret.

[4] *toten kevenen*] "To den keden" is the reading of the Gotland Sea Laws. Kevenen is a miswriting for "keden," which occurs in the earlier part of the article.

This is the judgment.

24. A youth [1] is pilot of a ship, and is hired to bring the ship where she has to discharge, it happens that in the harbour there are chains [2] or dock gates [3] within which the ships unload, the master is bound to point out to the crew the station where they must place the ship and carry out its hawsers, so that the merchants may not suffer any loss from the breakage of the hawsers, and should the merchants incur loss from the breakage of the hawsers, the master must make it good; the pilot [4] will have fulfilled his duty as soon as he has brought the ship to the chains, and he is not bound to bring her any further, and thenceforth [5] the ship devolves on the master and on the crew.

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[1] *A youth*] This term seems to be the equivalent of "un bacheler," which is used in the Guildhall MSS., and in the Black Book of Admiralty. The Bruges MS. has the term "countermeester," which is properly the mate or sailing master of the ship, and is not appropriate in this place.

[2] *chains*] These chains were useful to protect the ships against predatory attacks from the sea, and were generally drawn across the entrances of havens at night.

[3] *dock gates*] Hatches would, perhaps, be the more correct translation.

[4] *the pilot*] A pilot, in the technical sense of the term, is here evidently meant. See Les Costumes de la Commune d'Oleron, Vol. II., p. 384.

[5] *thenceforth* ] The meaning of the article would seem to be that the duty of the pilot is to bring the ship up to her proper berth, and thereupon the duty of mooring her safely devolves on the master and crew.

# L'ORDE JUDICIARI DE LA CORT DELS CONSOLS DE LA MAR.

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# THE JUDICIAL ORDER OF THE COURT OF THE CONSULS OF THE SEA.

# L'ORDE JUDICIARI[1] DE LA CORT DELS CONSOLS DE LA MAR.

## Capitol I.

**En quel manera son elets los consols e lo jutge des appellacions quascun any.**

Quascun any, lo vespre de la festa de Nadal de nostre Senyor, los promens navegants, patrons e mariners, o partida de aquells apleguen consell en la esglesia de Sancta Tecla de la civtat de Valencia; e aqui per electio, e no per redolins,[2] tots en una concordants, o la major partida, elegexen dos bons homens de la art de mar en consols; e un home de la dita art de la mar, e no d'alguna altra art o offici o sciencia, en jutge de les appellacions, que s'fan de les sentencies dels dits consols. E les dites eleccions son fetes per

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[1] *L'orde judiciari*] The Editor has adopted this title from the colophon, which is appended to these Regulations in the Editio Princeps of Lo Liber de Consolat del Mar, "aci "acaba l'orde judiciari de la Cort "dels Consols."

[2] *redolins*] The term "redolino" in Castilian signifies a wheel, in which lots are placed to be drawn as the wheel is turned round.

# THE JUDICIAL ORDER[1] OF THE COURTS OF THE CONSULS OF THE SEA.

## CHAPTER I.

### In what manner the consuls and the judge of appeal are elected every year.

Every year, on the eve of the Festival of the Nativity of our Lord, the Guild of Navigators,[2] masters, and mariners, or a part of them, assemble in council in the church of Saint Tecla in the city of Valencia, and there by election and not by lot, unanimously or the greater part, elect two fit men of the guild of navigators as consuls, and one of the said guild, and not of any other guild or office or science, as judge of the appeals, which may be made from the decisions of the said consuls. And the said elections[3] are made in pursuance of privileges which

[1] *Judicial Order*] These regulations are prefixed to the Customs of the Sea in MS. Espagnol 124, which is preserved in the National Library in Paris, as well as in the Editio Princeps of the Book of the Consulate of the Sea, printed at Barcelona in 1494. They are generally designated the Valencian Regulations, having been first issued sometime between A.D. 1336 and 1343, by Peter IV. of Aragon, for the guidance of the courts of the Consuls of the Sea at Valencia; but similar regulations were shortly afterwards issued to the Courts of the Consuls of the Sea in other parts of the dominions of the kings of Aragon, e.g., to Majorca in 1343, to Barcelona in 1347, and to Perpignan in 1348: and their summary manner of procedure, as laid down in article xxxvi., was adopted in the English Admiralty Courts.

[2] *the Guild of Navigators*] Or the Company of Mariners. The phrase "Arte de Mare" is used in a similar sense in the Ordinances of Trani.

[3] *the said elections*] The privilege, under which the Guild of Navigators was first empowered to elect Consuls of the Sea, was granted to them by Peter III. of Aragon in 1283, who in the next following year granted a privilege to the Consuls of

privilegi, que los promens de la dita arte de la mar han del senyor rey, e de sos antecessors.

### Cap. II.

### Del jurament que fan los consols.

Lo dia de Nadal los dits consols elets juren en poder de la justicia civil de la dita civtat, dins la esglesia de nostra dona Sancta Maria de la Seu,[1] apres que l'dit justicia ha jurat, en poder del senyor rey o de son batle, que be e lealment se hauran en lo offici del dit consolat, que daran dret axi al maior com al menor, e al menor com al maior, salvant tota hora la feeltat e lealtat al senyor rey.

### Cap. III.

### Com lo jutge d'apells es presentat, e com jura.

Passada la dita festa de Nadal los consols ab alguns promens de mar presenten lo dit jutge elet al portant veus[2] de procurador en lo regne de Valencia, o a son loctinent, e jura en poder d'aquell, que be e lealment se haura en lo dit offici. E aquell qui per los dits consols es al dit procurador presentat en jutge de les dites appellacions, aquell reb lo dit procurador en jutge de dites appellacions. E axi es acostumat de fer, no contrastant que en lo privilegi al's dits promens de mar per lo senyor rey sobre la eleccio del

[1] *de la Seu*] The literal translation would be "of the Wax," by which is meant the candles used in the processions to commemorate the Purification of the Virgin Mary on 2nd February, the feast of Candlemas, Festum Sanctæ Mariæ Candelariæ.

[2] *veus*] A Catalan form of the Latin word "vices." The province of Valencia was conquered from the Moors by king James I. of Aragon, in A.D. 1238, and was governed separately according to its fueros by a vice-roy or procurador del rey.

the said Guild of Navigators have from our lord the King or his predecessors.

## Chapter II.

### Of the oath which the consuls take.

On the day of the Nativity, the said consuls elect swear, in the presence of the civil justice of the said city, within the church of our Lady Saint-Mary of the Purification, after that the said justice has been sworn in the presence of our lord the King or his bailiff, that they will well and truly behave themselves in their office of the said consulate, that they will do justice alike to the rich as to the poor, and to the poor as to the rich, observing always their fealty and loyalty to our lord the King.

## Chapter III.

### How the judge of appeals is presented, and how he is sworn in.

The day after the festival of the Nativity, the consuls with some prudhommes of the sea, present the judge elect to him, who holds the office of the king's procurator in the kingdom of Valencia, or to his lieutenant, and he swears in his presence that he will well and truly behave himself in the said office. And him, who is presented to the said procurator as judge in the said appeals, the said procurator shall admit as judge of the said appeals. And so it has been accustomed to be done, notwithstanding that in the privilege granted to the said prudhommes of the sea by our lord the King re-

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the Sea, and the prudhommes, and the corporation of the city of Valencia, confirming their power to elect consuls of the sea annually, but reserving to the king himself or to his lieutenant the right of nominating a judge of appeals, and this order of things was confirmed by a subsequent privilege granted by Alphonso IV. in 1331, in conformity with the charter of Peter III., and which is published by Capmany in his Memorias Historicas, t. iv., p. 93.

dit jutge atorgat, sia contengut, que l'dit jutge quascun any per lo dit senyor rey o per son procurador sia elet; com d'aco lo dit senyor re ne lo dit procurador seu apres la dacio del dit privilegi no haien usat null temps. E axi serues segons que desus es dit.

## Cap. IV.

### Com los consols reben per a si, e per lo jutge de apells scriva.

Los consols reben a si aquell escriva que ben vist los es. E se l's par sufficient aquell scriva, que stat hi es l'any passat, comanen li la scrivania en lo lur any. E apres los altres consols, qui apres de aquells son elets en lo dit offici, si aquell tenen per sufficient. E en poder d'aquell scriva dels dits consols lo jutge fa sos affers, per tal que l'enantament del jutge se seguesca apres aquells dels consols. Emperò los dits consols dins l'any, e tota hora que ben vist los es, poden remoure lo dit scriva de la dita scrivania, e aquella a altre scriva comanar. E aco lo dit scriva, al

specting the election of the said judge, it is contained that the said judge shall be elected every year by our lord the King or his procurator, since neither our lord the said King nor his procurator has ever been used to do so[1] since the grant of the said privilege, and so it shall be done as aforesaid.

## CHAPTER IV.

### How the consuls admit a scribe for themselves and for the judge of appeal.

The consuls admit as scribe for themselves him, who may seem best to them; and if the scribe of the past year appears to be sufficient, they commit to him the office of scribe during their year; and so also the other consuls, who are elected as their successors in office, if they hold him to be sufficient. And in the presence of the said scribe of the said consuls the judge transacts his business, subject to the proviso, that the proceedings of the judge shall follow those of the consuls. Nevertheless the said consuls, during their year, and at any time when it may seem good to them, may remove the said scribe from his office of scribe, and commit the office to another scribe. And the scribe, to whom the said office

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[1] *have ever been used to do so*] This recital is apparently inconsistent with the privilege of A.D. 1284, of which M. Pardessus has published a copy procured by him from the Archives of the Crown of Aragon (Lois Maritimes, tom. v., p. 374): "Concedimus vobis, consulibus "maris civitatis Valencie et probis "hominibus ac universitati civitatis "predicte, quod quolibet anno "quando elegentur et creabuntur "consules maris in civitate predicta, "eligatur et assignetur per nos vel "per procuratorem regni Valencie "aut ejus locum tenentem in ab-"sentia nostra quidam bonus vir "et fide dignus de arte maris, ad "quem omnes appellaciones quas "fieri contingat de processibus vel "sentenciis seu composicionibus vel "dictis dictorum consulum devol-"vantur et per eum determinentur "loco nostri, secundum consuetu-"dinem et usum maris inter homines "maris; et de presenti eligimus et "assignamus Jacobum de Vicco, "civem Valencie, qui hoc anno "audiat et determinet appellaciones, "si quas admitti contigerit, de pre-"dictis consulibus, ut superius est "expressum."

qual la dita scrivania primerament sera comanada, no pot contrastar.

CAP. V.

De la forma del segell dels consols.

Los consols han segell en la lur cort redon, en lo qual ha un scut, les dues parts senyal roal, lo ters a la fi del scut, ondes de mar; entorn del dit segell es scrit: *Sigillum consolatus maris Valentie pro domino rege.* Ab aquest segell meteix segella lo jutge lur, si res ha a segellar. Aquest segell es tengut per l'escriva de la lur cort.

CAP. VI.

Qui poden esser consols, e qui jutge, e qui no.

Aquells, qui son un any consols, no u son en l'any seguent, abans hi son altres mudats: axi meteix lo jutge si muda quascun any. Mas aquells, qui son stats consols e jutge, hi poden esser elets un any part altre; encara mes, que lo un d'aquells qui sera elet consol, pot esser elet en l'any seguent en jutge de les appellacions,[1] e axi meteix aquell, qui sera estat jutge, pot en l'any seguent esser elet en consol.

CAP. VII.

Com los consols poden comanar lur loch a qui l's plau.

Los consols ab duy, o l'un d'aquells per malaltia, o per affers, o si s'en ha de partir de la civtat de Valencia, poden comanar lur loch a qui l's plau, ab

[1] *appellacions*] A leaf of MS. Espagnol 124 is here wanting.

shall have been committed in the first place, cannot oppose this.

## CHAPTER V.

### Of the form of the seal of the said consuls.

The consuls have a seal in their court of a round form, in which there is a shield, having engraved on two thirds of it the royal arms, and on the third part of it, below them, waves of the sea, and round the said shield is the legend "The seal of the consulate of the sea of "Valencia on behalf of our lord the king." With this seal, if the judge has any thing to seal, he seals it. This seal is in the custody of the scribe of their court.

## CHAPTER VI.

### Who may be consuls, and who judge, and who not.

Those who have been consuls for a year may not be so for the following year, before others have changed places with them; so likewise the judge changes every year. But those who have been consuls or judge may be elected the year afterwards; still further one of those, who have been elected consuls, may be elected in the next following year judge of appeals, and so likewise he, who has been judge, may be elected in the next following year consul.

## CHAPTER VII.

### How the consuls may commit their place to whom they please.

Both the consuls or either of them from illness or from business, or if they are obliged to be absent from the city of Valencia, may commit their place to whom they

que sia de la art de la mar; e aco meteix pot fer lo jutge.

## Cap. VIII.

### Seguexse la forma com usen los consols en lur offici: e primerament de la demanda en escrits.

Com demanda per escrit devant ells es proposada de algun fet, la coneixença e la determinacio de l'qual se pertanga al consolat segons les costumes de la mar; de aquella demanda es trames translat per un saig[1] a la part demanada, e la part demanada ha a respondre a aquella demanda al terme per lo dit saig[1] de manament dels dits consols assignat. E lo demanat ab la resposta ensemps posa rahons en defensio, si n'ha algunes contra la dita demanda; encara demanda de reconvencio,[2] si n'ha contra aquell qui convengut en iuy l'aura. A la qual demanda de reconvencio e raons de defensio, si posades son, lo primer demanador es tengut respondre, e ab la resposta ensemps posar rahons de defensio, si n'ha contra la dita demanda de reconvencio; a les quals raons de defensio aquell qui la dita demanda de reconvencio haura feta, es tengut respondre. A aquests enantaments a fer es feta assignacio de tres en tres dies, o mes o menys, segons que als consols es ben vist. Fetes aquestes respostes, si es demanat per les parts, en altra manera no, ni l'proces non es nulla, deu esser fet sagrament de calumnia, e de veritat a dir per les dites parts, e de respondre

[1] *saig*] This word is translated by Jugla de Fonte "nuntius," or messenger.

[2] *reconvencio*] The "reconventio" of the Roman law was a cross action, which lay in all cases, and might be brought at any time, even after the litis contestatio, or still later, after the original suit or conventio had been determined.

please, provided he be one of the Guild of Navigators,[1] and the same likewise the judge may do.

## Chapter VIII.

### Here follows the form, which the consuls observe in their office: and first of a claim in writing.

When a claim is propounded in writing before them of any matter, the cognisance and the determination of which pertains to the consulate according to the customs of the sea, a copy of the said claim is transmitted by an apparitor to the defendant, and the defendant has to answer the claim within a term assigned to him by the said apparitor under the direction of the said consuls. And the defendant in his answer sets out the reasons of his defence, if he has any to offer against the said claim; and he may make a counter-claim, if he has any thing to claim against the plaintiff. To which counter-claim or reasons of defence, if they are set out, the original plaintiff is bound to answer, and with his answer to set out his reasons of defence, if he has any to allege against the counter-claim, and to which reasons of defence, he who has brought the counter-claim is bound to answer. For the conduct of these proceedings, assignations are made every three days, or more or less frequently. When the answers have been completed, if it is demanded by the parties, otherwise not, and the proceedings are not nullified by the omission, the oath[2] in affirmance of the honesty of the suit and of the intention of the party to speak the truth and

[1] *The Guild of Navigators*] The members of the guild acted in such cases as surrogates of the consuls of the sea, precisely as in the ancient College of Advocates in London, the members of the college were surrogates of the Judge of the High Court of Admiralty, and could lawfully act for him in his absence.

[2] *the oath*] This oath is termed "sacramentum calumniæ" in the Ordo Procedendi set forth in the Black Book of the Admiralty, Vol. I., p. 188, where it is thus aptly described, "Et dicitur sacramentum "calumpniæ non faciendæ sed evi-"tandæ." Calumnia in its judicial sense means an action on false pretences, a fraudulent suit.

per aquell a les demandes e rahons per l'una e per l'altra part posades. E sobre aco que negat sera deu esser atorgat dilacio per prova a les parts, si per aquelles la dita dilacio[1] demanada sera; ço es deu dies per primera dilacio; e poden haver quatre dilacions de deu en deu dies, jurant que la quarta no la demanen per malicia ni per alongar lo plet. E si es cas, que hagen a donar testimonis de proves, que sien en par lunyadanes,[2] es los atorgat temps convinent per dilacio, segons la lunyesa del loch, hon la part affermera que enten donar sos testimonis. En quascuna dilacio es manat a la part, que sia present continuament per veure jurar los testimonis que la part demanent dins la dilacio dar enten; en altra manera que en la absenscia sua seria rebut lo sagrament de aquells. Les dilacions passades e los testimonis publicats a requisicio de les parts, encontinent los consols assignen dia a les parts a oyr sentencia, sens que no cal, ni es necessari que les parts renuncien a mes dir, ni per aquesta raho lo proces no pot esser dit nulla, ni n'es nullat. Pero abans di la publicacio dels dits testimonis o apres, pot quascuna de les parts pledeiants traure en prova cartes e altres scriptures publiques, en aiuda de la sua prova.

### Cap. IX.

### De obicir testimonis.

Los testimonis publicats, no es consentit a alguna dels parts que posen obicions per scrit contra los testimonis que en lo fet rebuts seran, ni altra reprobacio de testimonis no y es rebuda per scrit, ni de paraula. Pero, si per alguna de las parts de paraula es allegat, que los dits testimonis o alguns d'aquells

[1] *dilacio*] This word has been translated "delay," but the technical term in the High Court of Admiralty of England was "default."

[2] *lunyadanes*] The French word "lointain" is from a similar root, "loin," of which the Catalan equivalent is "luny."

to answer truly to the claim and reasons of the other party ought to be taken. And respecting that, which may be denied, a delay ought to be granted to the parties to furnish proofs, if a delay be asked for, that is, ten days for the first delay: and they may have four delays from ten to ten days, upon swearing that the fourth delay is not sought for from malice or to protract the cause. And if it be the case, that they have to produce witnesses in evidence, who are at a distance, a convenient time is accorded to them for delay, in proportion to the distance of the place, whence the party affirms that he intends to produce witnesses. Upon each delay an order is made on the party to be present continually to see the witnesses sworn, whom the plaintiff intends to produce within the delay assigned, otherwise their oath will be received in his absence. The delays having expired, and the evidence having been published at the request of the parties, the consuls forthwith assign a day to the parties to hear sentence, without their being obliged or under the necessity of renouncing to say anything further, and the proceedings neither can be nor are nullified on that ground. But before or after the publication of the said evidence, each party may put in proof letters or other written documents in aid of his proof.

## Chapter IX.

### Of excepting to evidence.

The evidence having been published, it is not admissible to either of the parties to raise exceptions in writing against the evidence, which has been received in the matter, nor is any other objection to evidence receivable either in writing or by parole. Nevertheless if it should be alleged by parole, that the said witnesses or any of

son parents d'aquell qui dats los haura,[1] o enemichs d'aquell contra qui dats seran, o son persones de algun mal vici, aco es a conexenca dels dits consols, o de aquels ab que consell han sobre el dit fet, hagut esguart a les persones dels dits testimonis, e a la fama e condicio de aquells.

## Cap. X.

### Com si dona sententia a la demanda en scrita.

Feta la assignacio per los dits consols a les parts a oir sentencia los dits consols ab lo lur scriva van sen als promens mercaders de la dita ciutat, e fan legir davant aquells l'anantament e proces del fet, e han sobre aquell consell dels dits promens mercaders. En apres apleguen consell de promens de mar, e fan los semblantment legir lo dit anantament e proces, e han d'aquells lur consell. E a les vegades han primerament lo dit consell dels dits promens de mar, e apres segons qui l's es avinent. E si abduy los consells son concordants donen sentencia en lo fet. E si aquests consells no son concordants, ço es lo consell dels promens mercaders ab aquell dels promens de mar affronten los ensemps. E en cas que l's dits promens de mar no s'concorden ab los promens mercaders o affrontar ab aquells no s'vullen, donen los dits consols la dita sentencia segons lo consell dels promens de mar, car de consell d'aquells han los contractes a determinar, e no segons lo consell dels dits promens mercaders, si haver no l'volen; car no n'son constrets per privilegi

[1] *los haura*] The contents of the leaf, which is wanting in MS. Espagnol 156, terminates here.

them are relations of him who has produced them, or enemies of him against whom they have been produced, or are persons of evil reputation, this is matter for consideration by the consuls or by those from whom they take counsel in the matter, regard being had to the persons of the said witnesses and to their reputation and condition.

## Chapter X.

How sentence is given upon a demand in writing.

An assignation having been made by the said consuls upon the parties to hear sentence, the said consuls with their scribe proceed to the prudhommes of the merchants of the said city, and cause to be read before them the pleadings and the proceedings in the matter, and take thereupon the advice of the said prudhommes of the merchants. Afterwards they take counsel of the prudhommes of the sea, and cause to be read before them the pleadings and the proceedings, and take upon them their advice. And sometimes they consult the prudhommes of the sea in the first place, according as it is most convenient to them. And if the advice of the two bodies is in accordance, they give sentence in the matter. And if their advice is not in accordance, that is, if the advice of the prudhommes of the merchants does not accord with the advice of the prudhommes of the sea, they may confer together; and in case the said prudhommes of the sea do not agree with the prudhommes of the merchants, or will not confer with them, the consuls may give their sentence according to the advice of the prudhommes of the sea, for contracts are to be determined according to the advice of the latter, and not according to the advice of the prudhommes of the merchants, if they do not wish so, for they are not constrained by the privilege of the king

del senyor rey, ni per altra manera, sino per co com es axi acostumat e han usat d'algun temps en ça.

### Cap. XI.

#### De la appellacio.

De aquesta sentencia aquell qui s'sentira aggraviat, se pot appellar dins deu dies, comptadors del dia de la prolacio de aquella. E la dite appellació li es rebuda, e es remes al jutge de les appellacions del consolat ab lo proces davant los dits consols actitat, en loch de apostols: en la qual appellacio ha a metre los greuges, nullitats, e injusticies per los quals de la dita sentencia se sentira agraviat.

### Cap. XII.

#### Com enanta la jutge de les appellacions.

Aquell qui s'sera appellat es tengut davant lo jutge ab l'escriva de la cort del consolat lo dit proces e appellacio, requirent a aquell qui revoch, esmen, e corrige la dita sentencia dels dits consols. E lo jutge, rebuda la presentacio del dit proces, encontinent assigna dia a oir sentencia en la dita appellacio, al qual dia cita la part appellada per oir aquella. E si dins los dits deu dies lo condemnat no n'sera appellat de paraula o per escrit, la sentencia passa en cosa iutiada.

or in any other manner, except according as it has been accustomed and has been in use in all times.[1]

## Chapter XI.

### Of an appeal.

From this sentence any one, who considers himself to be aggrieved, may appeal within ten days, counting from the date when it was pronounced. And the said appeal is received and remitted to the judge of appeals from the consulate with the proceedings as carried on before the said consuls in the place of formal apostles, in which appeal there are to be stated the grievances, nullities, and injustices, by which the appellant feels himself to be aggrieved.

## Chapter XII.

### How the judge of appeals proceeds.

He, who has appealed, is bound to present before the judge, accompanied by the scribe of the court of the consuls, the said proceedings and appeal, requesting him to revoke, amend, and correct the said sentence of the consuls. And the judge, having received the presentment of the appeal, forthwith assigns a day to hear judgment on the said appeal; for which day he cites the party appealed against to hear judgment. And if within the ten days the party condemned shall not have appealed either in writing or by parole, the sentence of the consuls becomes a conclusive judgment.

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[1] *in all times*] In a similar manner the practice of the judge of the High Court of Admiralty of England, to hear maritime suits, with the assistance of two of the elder brethren of the Corporation of the Trinity House of Deptford le Strond, as assessors. This practice rests upon ancient usage, and is not enforced by any statute.

## Cap. XIII.

Com en la appellacio no s'poi res posar ne provar de nou.

En aytal plet de appellacio alguna cosa de nou no s'pot ne provar per alguna de les parts. Mas lo jutge ab lo proces principal davant les consols actitat, e ab la dita appellacio e greuges, ha haver son consell e donar sentencia en lo dit plet de appellaçio. E de aço han los promens de mar carta del senyor rey.

## Cap. XIV.

Com e en quant se ha a proseguir la appellacio.

Aquest plet d'appellacio se ha a proseguir continuament per lo appellant. E si passen trenta dies continuos vel divisim, ço es departidament, apres lo dia de la appellacio, que no men son plet, la appellacio es deserta, e la sentencia dels consols passa en cosa iutiada.

## Cap. XV.

Com se dona sentencia en la appellacio.

Lo jutge ab l'escriva ha son consell sobre lo dit plet de appellacio, axi ab promens mercaders, com de mar, no ab aquells qui ia en lo plet principal han donat lur consell, mas ab altres en la forma desus declarada. E si attroba ab consell la sentencia dels dits consols esser ben donada, conferma aquella; e si attroba esser mal donada, revoca aquella o la corregeix segons lo dit consell. E de la sentencia del iutge qualque sia, alguna de les parts no s'pot appellar. E aço per privilegi que n'han los dits promens del senyor rey.

## Chapter XIII.

How in the appeal one cannot propound or prove any thing new.

In such causes of appeal nothing new can be propounded or proved by either of the parties, but the judge with the principal process had before the consuls, and with the said appeal and grievances, has to take counsel, and to give sentence in the said cause of appeal. And to this effect is the charter, which the prudhommes of the sea have from the King.

## Chapter XIV.

How and in what time one is bound to prosecute the appeal.

The said cause of appeal ought to be prosecuted without interruption by the appellant. And if thirty days continuously or separately, that is to say, intermediate days, elapse after the day of the appeal, and no plea is given in, the appeal is deserted, and the sentence of the consuls becomes a conclusive judgment.

## Chapter XV.

How sentence is given on the appeal.

The judge with his scribe takes counsel upon the pleadings of the appeal as well with the prudhommes of the merchants as with the prudhommes of the sea; not with those who have given their advice on the principal pleadings, but with others in the manner above declared. And if he finds on consultation the sentence of the consuls to have been well founded, he confirms it; and if he finds it to be ill founded, he revokes or corrects it according to their advice. And from the sentence of the judge neither of the parties can appeal, and this is in accordance with the privilege, which the prudhommes have from our lord the King.

## Cap. XVI.

### De excepcio declinatoria de for.

Com en algun fet apres la demanda excepcio declinatoria de juy per lo demanat es proposada, los consols coneixen abans de aquella excepcio que en als sia anantat. E si atroben de consell que la conexença del dit fet pertanga a ells, forcen lo demanat a respondre a aquella e ananten en lo fet, segons que desus es declarat. E si atroben de consell que l'fet no pertanga a ells, remeten les parts a aquell iutge aqui s'pertany.

## Cap. XVII.

### De demanda proposada de paraula, et de la sentencia.

Com la demanda es proposada davant les consuls de paraula, hoides les rahons de quascuna de les parts, e rebuts testimonis de paraula per los dits consols, cartes o altres informacions, los dits consols ab les dites parts ensemps van davant los promens mercaders per demanar de consell, e les parts compten davant aquels lur raho. E aço s'fa per tol que les parts no pusquen dir que la lur raho per los consols no era donada a entendre, segons que ells la havien posada, als promens ab los quals havien hagut consell sobre lo fet. E los consols dien ço que han los testimonis testificat, e mostren les cartes o altres informacions que les parts los hauran donades. E apres les parts se ixen dell consell, e puys los promens mercaders donen consell als dits consols sobre lo dit fet. E semblantment e en la forma desus declarada los dits consols van a demanar de consell als promens de mar sobre lo dit fet, e haguts los dits consells de paraula

## Chapter XVI.

### Of an exception declining the tribunal.

When in any matter, after the claim has been made, an exception has been given in by the defendant declining the tribunal, the consuls shall take cognisance of the exception before any pleadings are admitted. And if after consultation they shall find that the cognisance of the matter appertains to them, they shall compel the defendant to reply to the claim and to plead in the matter according to the form above declared. And if they find upon consultation that the matter does not appertain to them, they shall remit the parties to their proper judge.

## Chapter XVII.

### Of a claim propounded by parole, and of the sentence.

When a claim has been propounded before the consuls orally, the reasons of the parties having been listened to, and their proofs by parole having been received by the consuls, and their writings and other informations, the said consuls with the said parties go before the prudhommes of the merchants to take their advice, and the parties explain before them their reasons. And this is done in order that the parties may not say that the consuls have not stated to the prudhommes, with whom they have taken counsel in the matter, their reasons in the sense in which they have been put forth by themselves. The consuls state what the witnesses have testified, and show the writings and other informations, which the parties have given in. And afterwards the parties retire from the consulation, and thereupon the prudhommes of the merchants give advice to the consuls in the matter. And similarly and in the form above declared the said consuls go and take counsel with the prudhommes of the sea upon the said matter, and when they have taken the said advice by parole they give sentence

donen sentencia en lo fet. Empero si per alguna de les parts es request que la dita sentencia li sia mesa en forma publica, e que li n'sia feta carta testimonial, deu esser fet. Aquest anantament aytal que s'fa de paraula es fet sens donar dilacio de prova e altra solemnitat de iuy.

### Cap. XVIII.

De appellacio de sentencia de paraula.

De aquesta sentencia pot esser appellat de paraula dins deu dies per aquell qui s'sentira agreviat. E lo jutge en aytal cas ve davant los consols, e presents les parts, certifiques d'aquells per qual rao se son moguts a donar la dita sentencia. E en apres, ab les dites parts presents, va demanar de consell sobre lo dit fet als dits promens mercaders e de mar en la manera desus declarada, no ab aquells que seran stats al primer consell, mas ab altres; e puys, segons que trobada consell, dona sentencia al dit fet, la qual sentencia ha a donar en scrits, e aço segons carta del senyor rey. Aquest plet de appellacio ha esser determenat dins trenta dies, sino la sentencia passa in cosa iutiada, segons que damunt se conte.

### Cap. XIX.

De les messions fetes en lo primer plet.

Los consols en lo primer plet, ço es en lo plet principal, no condemnen nengu en los messions del dit plet.[1]

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[1] *plet*] This rule was subsequently modified by a privilege issued by King John II. of Aragon in 1460, which is published by Capmany in his Memorias Historicas, iv., p. 256.

in the matter. Nevertheless, if it is requested by either of the parties, that the said sentence shall be delivered in a public form, and a writing made in testimony of it, it ought to be made. These proceedings by parole are carried on without allowing any delay of proof or other judicial formality.

## Chapter XVIII.

### Of an appeal from a sentence by parole.

From this sentence an appeal may be made by parole within ten days by him, who feels himself to be aggrieved. And the judge in such case goes before the consuls, and in the presence of the parties, ascertains from them for what reasons they were moved to give the said sentence. And afterwards with the said parties present he goes to take counsel upon the said matter with the prudhommes of the merchants and of the sea in the manner above declared, not with those who took part in the first consulation, but with others; and thereupon according as he has received advice, he gives sentence in the matter, which sentence he has to give in writing, and this is in accordance with the charter of our lord the King. This plea of appeal ought to be determined within thirty days, otherwise the sentence of the consuls becomes a conclusive judgment, as has been above stated.

## Chapter XIX.

### Of the costs incurred in the first proceedings.

The consuls in the first proceedings, that is in the principal proceedings, do not condemn any one in the cost of them.[1]

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[1] *cost of them*] Except in cases of bad faith, in which cases the consuls were authorised by the privilege issued by King John II. of Aragon, in A.D. 1460, to condemn the guilty party in the costs of the proceedings.

## Cap. XX.

### De les messions en lo segon plet.

La iutge, si conferma la sentencia dels consols, condemna en sa sentencia lo appellant en les messions fets per lo appellat, davant lo dit iutge. E si revoca la sentencia dels consols o la corregeix e la esmena, no condemna lo appellant en les dits messions, com hagues iusta causa de fer la dita appellacio; ne aytan poch y comdemna lo appellat.

## Cap. XXI.

### Dels anantaments que poden esser fets davant lo un consol.

Davant abduy los consols o lo un de aquells, l'altre absent occupat de alguns affers, son posades demandes e fets qualsevol anantaments tro a sentencia o a alguna interlocutoria o conexença, la qual sentencia o interlocutoria se ha a donar, o la dita conexença fer per abduy los dits consols, o no per lo un de aquells.

## Cap. XXII.

### Les causes qui se guarden a la jurisdicio dels consols.

Los consols determenen totes questions que son de nolit, o de damnatge, de robes que sien caregades en naus, de loguers de mariners, de part de nau a fer, de encantar, de fet de git, de comandes fetes a patro o a mariner, de deute degut per patro qui haia manlevat a ops e a necessari del son vexell, de promissio

## Chapter XX.

### Of the cost in the second proceedings.

The judge, if he confirms the sentence of the consuls, condemns in his sentence the appellant in the costs incurred by the respondent before the said judge. And if he revokes the sentence of the consuls or corrects it or amends it, he does not condemn the appellant in the said costs, since he had just cause to make the said appeal, nor does he any more condemn the respondent.

## Chapter XXI.

### Of the proceedings which may be had before one consul.

Before the two consuls, or one of them, if the other is absent occupied with any affairs, claims may be made, and other proceedings of any kind carried on up to the sentence, or up to any interlocutory decree or order, which sentence or interlocutory decree has to be given and the order has to be made by the two consuls, and not by one of them.

## Chapter XXII.

### The causes which belong to the jurisdiction of the consuls.

The consuls determine all questions[1] which concern freight, damage to cargo laden on board ship, mariners' wages, partnerships in ship-building, sales of ships, jetison, commissions entrusted to masters or to mariners, debts contracted by the master who has borrowed money for the wants or necessities of his vessel, promises made

[1] *all questions*] This chapter is cited by Mr. Justice Story in his judgment in De Lovio v. Boit, 2, Galleson's Reports, p. 400, in evidence of the extent of the jurisdiction exercised by the High Court of Admiralty of England, and by the maritime courts of all the other powers of Europe.

feta per patro a mercader, o de mercader a patro, de roba trobada en mar delivra o en plaia, de armaments de naus, galeres,[1] o lenys, e generalment de tots altres contractes, los quals en los costumes de mar son declarats.[2]

## Cap. XXIII.

### De la execucio de les sentencies.

Les consols menen a execucio en los bens mobles del condemnat, axi en vexells de mar, com en altres bens lurs sentencies e aquelles del iutge, en aquesta forma; que manen a la part condemnada a requesta d'aquell qui ha obtenguda la sentencia, que dins deu dies apres del dit manament comptadors, haia pagat ço en que es condemnat, ŏ mostrats bens mobles clars o desembargats en los quals la dita sentencia sia menada a execucio; en altra manera que rebran l'offerta dels bens mobles que per la part los sera demostrada.

## Cap. XXIV.

### De la execucio de bens mobles del condemnat.

Feta la offerta de bens mobles, axi vexells com altres, per lo condemnat o per la part en defalt de aquell, aquells bens sien subastats per publich corredor per la civtat per deu dies, e passats los deu dies es feta venda de aquells bens al mes donant, publica-

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[1] *galeres*] The Consuls of the Sea appear to have exercised an ordinary jurisdiction over matters of prize on the high seas. See Le Caux v. Eden, Douglas' Reports, p. 614.

[2] *los costumes de mar son declarats*] This would seem to imply that there were at this time certain customs of the sea reduced into writing. See chapters xxxi. and xli.

by a master to a merchant, or by a merchant to a master, goods found on the open sea or on the beach, the fitting out of ships, galleys, or other vessels, and generally all other contracts which are set forth in the Customs of the Sea.

## Chapter XXIII.

### Of the execution of sentences.

The consuls execute their sentences and the sentence of the judge against the moveable goods of the party condemned, as well against seagoing vessels as other goods, in this manner: they command the party condemned, at the request of the party who has obtained judgment in his favour, that within ten days, to be counted after the receipt of the mandate, he shall pay the sum in which he has been condemned, or shall disclose moveable goods, clear and unencumbered, upon which the said sentence may be executed, otherwise they will take possession of[1] the moveables which have been designated by the other party.

## Chapter XXIV.

### Of an execution levied on the moveables of the party condemned.

A designation having been made of the moveable goods, as well vessels as other chattels, by the party condemned, or by the other party, if he makes default, the goods shall be offered for sale by the public crier of the city for ten days, and after ten days are passed, a sale shall be made of the said goods to the highest bidder publicly, and from the proceeds satisfaction shall

[1] *take possession of*] The consular judges were authorised to enforce their own sentences against the party condemned under a Royal Cedula issued by the Infante Peter, lieutenant of King James I., in A.D. 1334, which Capmany has published in his Memorias Historicas, ii., p. 133.

ment; e del preu es satisfet a la part de aso que li sera iutiat, e de les messions per aquell fetes en la dita execucio, donant fermances de tornador, si algun apparex primer en temps e millor en dret en lo dit preu qu'ell.

## Cap. XXV.

### Del creador, se no pora dar fermança.

Si es estrany o encora de la civtat, e jurara si no haver la dita fermanca de tornador, es feta crida per la civtat per publich corredor ab so de trompeta, que con los dits consols hagen a delivrar aytal preu haguȧ d'aytals ben de aytal hom a n'aytal, e aquell haia jurat si no haver fermanca de tornador, que si hi ha algu, qui haia o entena haver demanada o dret en la cosa venuda, o en lo preu de aquella, que dins trenta dies comparega davant los dits consols per mostrar de son dret, en altra manera que lo dit preu li sera delivrat sens formainca de tornador. E en aytal cas si demanant no y ha vengut dins los trenta dies, lo preu, ço es la cosa iutiada, a es a aquell delivrada per los dits consols fermanca de tornador.

## Cap. XXVI.

### De execucio de bens seents del condemnat.

Si cas es, que l'condemnat bens mobles alguns ne haura, vexells de mar ne altres, e haura bens seents, ladonchs los consols scriven a la justicia de la civtat o del loch on aquells bens son, que com ells haien donada sentencia contra n'aytal de aytanta quantitat iutiada a n'aytal, e aquella sia confermada per sen-

be made to the party for such an amount as shall have been adjudged to him, and for the costs incurred by him in the said execution, on his finding sureties to return the money, if any one should appear who has a prior claim or a better right to the said proceeds than himself.

## Chapter XXV.

### Of the creditor, if he cannot find security.

If he is a stranger, or is a citizen, and shall swear that he cannot find sureties to return the money, proclamation shall be made throughout the said city by the public crier with the sound of a trumpet, that the said consuls have to deliver certain proceeds of certain goods of a certain man to a certain person, who has sworn that he has no sureties to return them, and if there is any person who has or pretends to have any claim or right to the thing sold, or to the proceeds of it, he must appear within thirty days before the consuls to prove his right, otherwise the proceeds will be handed over to the said person without requiring sureties for their return. And in such case if a claimant does not come within the thirty days, the proceeds, that is the value adjudged, is handed over to the said person by the consuls without any sureties for its return.

## Chapter XXVI.

### Of execution levied upon the immoveable property of the condemned party.

If the case be, that the condemned party has no moveables, seagoing vessels or others, and has immoveable property, the consuls shall write to the justice of the city, or of the place where the said property is situated, that, as they have given sentence against such a person for such an amount adjudged to such an one, and the sentence has been affirmed by the sentence of

tencia de lur iutge, si appellacio hi es entrevenguda, e lo dit condemnat no haia bens mobles en que los dits consols menen aquell sentencia a execusio, que requeren lo dit iusticia que en loch d'ells e per ells men la dita sentencia a execucio en los bens seents del dit condemnat, com los dits consols de la venda de aquells bens seents no s'vullen entremetre, ne ho hagen acostumat fer. E adonchs lo dit iusticia, axi com a mer executor, mena les sentencies dels dits consols o del iutge de aquells a execucio en los dits bens, segons forma del fur de la ciutat o costum del loch, on los bens son.

## Cap. XXVII.

### De patro qui demana son nolit, e lo mercader lo y contrasta per roba que li fall, o que sera mullada.

Si algun patro de nau o altre vexell se clama de son mercader del nolit de sa roba, que aportada li haura, e aquell mercader allega que no li es tengut de pagar lo dit nolit, tro lo dit patro li haia delivrada aytal roba que affermara, que li fall d'aquella per letra de son companyo, o per altra manera dira, que li fon carregada, o que li haia a esmenar algun damnatge, loqual affermara que per lo patro o culpa d'aquell li sera donat, en les sues robes, si donchs per lo patro aquestes coses atorgades no seran, lo mercader encontinent, sens altre alongament, es forçat pagar al dit patro lo nolit de la roba, que lo patro li haura livrada, axi de la exuta com de la banyada o guastada, donant primerament e abans lo dit patro fermança en poder dels dits consols, que de pla en pla fara dret al dit mercader sobre la dita roba, que affermara que li

their judge, if an appeal has been interposed, and the party condemned has no moveable goods, against which the said consuls can carry out their sentence by an execution, they request the said justice that in their place and for them he will carry out the said sentence by an execution against the immoveable property of the said party condemned, as the said consuls do not wish to intermeddle with the sale of the said immoveable property, nor have been accustomed to do so. And thereupon the said justice, as a simple executor, carries out the sentence of the said consuls or of their judge by an execution against the said property according to the form of the laws of the city, or the custom of the place where the property is situated.

## Chapter XXVII.

Of the shipmaster who claims his freight, and the merchant objects for goods which are lost or are spoilt.

If any master of a ship or other vessel claims from a merchant freight for his goods, which he has brought to him, and that merchant alleges that he is not bound to pay him any freight until the said merchant has delivered to him certain goods, which he affirms are wanting according to the letter of his partner, or says in some other way that they were put on board, or that he has to repair certain damage which he affirms has been caused by the master or through his fault to his goods, if thereupon these allegations are not admitted by the master, the merchant forthwith without further delay, is forced to pay to the said master the freight of the goods which the master has delivered to him, as well of those in good condition as of the wetted or spoilt goods, the said master giving in the first place and beforehand security in the presence of the consuls, that he will do complete justice to the merchant as regards the said goods, which he affirms are wanting to him, or

fall, o sobre la banyadura o guastament que affermara que es stat fet en la sua roba a culpa del dit patro. E de aytal demanda de nolit no n'cal res posar per scriptura, ab que lo nolit se mostre e sia clar per cartes o atorgament del dit mercader, o per altra manera.

## Cap. XXVIII.

### De loguer o salari de mariner.

De loguer de mariner, qui s'clama de son patro, no n'cal demanda nenguna posar per scriptura.

## Cap. XXIX.

### De la execucio que s'fa contra patro per deute de prestech.

De deute degat ab carta per algun patro a prestador, no n'cal demanda posar per scriptura, mas lo prestador ve a la cort dels consols, e clames del patro ab la carta. E si lo terme de la paga del dit deute es passat, los consols manen al dit patro que dins tres o quatres dies fins en deu, hagut sguart a la quantitat, que sera deguda, do e pach al dit prestador lo dit deute, o mostre bens mobles clars e desembargats, en que la dita carta sia menada a execucio; en altra manera que ells faran la dita execucio en los bens mobles, que per lo dit creador mostrats los seran. E aquesta execucio de aquest deute se fa, o lo dit deute es delivrat al creador en la forma expresada damunt a fer en les execucions de les sentencies per los consols donades.

as regards the wetting or spoiling of his goods, which he affirms has been caused by the fault of the said master. And in such a claim for freight it is not requisite to state anything in writing, provided the freight is proved clearly by letters or by the admission of the said merchant or by some other means.

## CHAPTER XXVIII.

### Of the wages or pay of the mariner.

For the wages of a mariner, which he claims from the master, it is not requisite to make the claim in writing.

## CHAPTER XXIX.

### Of the execution levied against a master for a debt on bond.

For a debt due on a bond from any master to the lender, it is not requisite to make a claim in writing, but the lender goes to the court of the consuls and makes a claim against the master with the bond. And if the term for the payment of the said debt is passed, the consuls order the said master that within three or four days, or ten days at most, regard being had to the amount which is owing, he shall give and pay the said debt to the said lender, or disclose moveable goods, clear and unencumbered, against which the said bond may be put into execution, otherwise that they shall levy the said execution upon the moveable goods, which shall be designated by the said lender. And the said execution of the said debt shall be made and the said debt shall be delivered to the lender in the form above expressed as proper to be adopted in the execution of the sentences given by the consuls.

## Cap. XXX.

### De seguretat de iuy.

Si per lo demanador es demanat de paraula, o per escrit, que l'demanat do fermança que li stiga a dret sobre la sua demanda, en altra manera que sia enantat contra aquell, si lo demanat es estranger, encontinent deu donar la dita fermança; en altra manera deu esser pres e mes en la preso comuna e stant pres menar son clam. E si iura que non ha de que pagar ço en que sera condemnat, deu esser gitat de la preso, si donchs no era pres per alguns casos contenguts en los costumes de la mar, per los quals deu esser estar totemps pres e en ferres tro haia satisfet ço en que sera condemnat. E si lo dit demanat es de la civtat, e los consols sabran que ha bens bastants a aço que demanat li sera, fanli assignacio dins la qual do la dita fermança de dret. E si los consols apres que requests ne seran, no forçaran lo demanat a donar la dita fermança de dret, e aquell demanat se absentara que no pora esser atrobat, o bens alguns no haia de que pac ço en que sera condemnat, los dits consols e lurs bens romanen obligats la cosa iutiada a pagar.

## Cap. XXXI.

### Del poder dels consols.

Los consols de la mar han tot poder ordinari en tots los contractes, que per us e costum de mar se han a determenar, e en los costumes de la mer son declarats, dits e specificats.

## Chapter XXX.

### Of giving security to the court.

If it should be demanded by the plaintiff, by parole or in writing, that the defendant should give security to meet the judgment on his claim, otherwise that proceedings should be taken against him, if the defendant is a stranger, he must forthwith give security, otherwise he ought to be seized and set in the common prison, and stay there until the claim is settled. And if he swears that he has not wherewithal to pay that, in which he has been condemned, he ought to be set out of prison, unless he has been seized for some of the cases contained in the Customs of the Sea,[1] for which he ought to remain for ever in prison and in irons, until he has satisfied his sentence of condemnation. And if the defendant is of the city, and the consols know that he has goods enough to satisfy the claim, they shall make an assignation upon him to give the said security to meet judgment. And if the consuls, after request has been made to them, do not compel the defendant to give the said security to meet judgment, and the defendant shall absent himself so that he cannot be found, or he has no goods to pay the amount, in which he has been condemned, the said consuls and their goods are liable to satisfy the judgment.

## Chapter XXXI.

### Of the jurisdiction of the consuls.

The consuls of the sea have all ordinary jurisdiction over all the contracts, which have to be determined according to the usage and custom of the sea, and which are declared, stated, and specified in the Customs of the Sea.[1]

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[1] *Customs of the Sea*] See chapters xxii. and xli. Reference is here evidently made to certain customs reduced into writing.

## Cap. XXXII.

Si vexell nou sera encantat, qui es primer en dret.

Si a instancia de creadors nau o leny o altre vexell qui de nou sera construit, abans que sia varat e levat de les stepes, o abans que haia fet algun viatge, sera venut; en lo preu d'aquell son millors en dret los iornalers e aquells als quals sera degut per fusta, pega, clavo e stopa, e altres exarcies comprades a ops del dit vexell, iatsia que n'haie cartes o no cartes, que algun altre creador del construent lo dit vexell, o prestador a la construccio de aquell, posat que n'haian cartes.[1]

## Cap. XXXIII.

Si lo preu no bastara als dits creadors.

E si lo preu hagut del dit vexell no bastara a aço que sera degut als dits iornalers e aquells, los quals fusta, pega, clavo, stopa, e altres exarcies hauran livrades a la construccio del dit vexell, aquell preu deu esser departit entre aytals creadors per sou e livra, car quascu de aquells es en un meteix dret en lo dit preu, e en aytals creadors prioritat de temps no s'pot posar ni allegar.

## Cap. XXXIV.

Si vexell sera venut apres de fet viatge, qui es primer en dret.

Si la dita nau o altre vexell apres que haura fet algun viatge sera venut a instancia de creadors, del

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[1] *posat que n'haian cartes*] This condition is not stated, but it is implied, in the Amalphitan Table, p. 44.

## Chapter XXXII.

### If execution is made against a new vessel, who has a priority of right.

If at the instance of creditors a ship or barque or other vessel, which has been newly constructed, before she is launched or taken off the slips or before she has made any voyage, shall be sold, those have priority of right [1] against the proceeds who are journeymen, and those who have claims for timber, pitch, nails and oakum and other objects purchased for the wants of the said vessel, whether they have writings or not, in preference to any other creditor of the constructor of the vessel or a lender of money towards its construction, who may set up that he has writings.

## Chapter XXXIII.

### If the proceeds are not sufficient for the said creditors.

And if the proceeds resulting from the sale of such vessel shall not be enough to satisfy what is owing to the said journeymen and to those who have furnished timber, pitch, nails and oakum and other necessaries for the construction of the said vessel, those proceeds should be divided rateably amongst those creditors, for each of them has the same right to those proceeds, and amongst such creditors priority of time cannot be set up or alleged.

## Chapter XXXIV.

### If a vessel is sold after she has made a voyage, who has priority of right.

If the said ship or other vessel after she has made any voyage shall be sold at the instance of creditors,

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[1] *priority of right*] This is in accordance with the provision of article 61 of the Amalphitan Table, which combines the provisions of this and of the next following article. See above, p. 45.

preu hagut del dit vexell, son pagats primerament los servicials[1] e mariners del dit vexell de aço que l's sera degut per lurs loguers, e aço sens fermança de tornador, com en aquell preu algu no y sia primer en temps ne millor en dret que los dits servicials e mariners; e apres de aquells los prestadors creadors del dit vexell, ço es aquell que per lo calendari de la carta del seu prestech se mostrara haver prestat primer, e puys los altres axi com venen primers, quascu donant fermança de tornador, o faent la solemnitat de la crida de xxx. dies desus inserta, si iurara no haver la dita fermança de tornador. E en aquest cas, ço es puys lo dit vexell haura fet viatge, si alguna cosa es deguda als iornalers, o per fusta, o clavo, pega, stopa, e exarcies del dit vexell, aquells aytals creadors, si donchs cartes no hauran del lur deute, en lo cas desus dit, no han alguna prerogativa, prioritat de temps, ne milloria en dret als altres creadors prestadors del dit vexell ab cartes. E si les parts del patro, que les dites manleutes haura fetes, no abastaran a pagar aquelles, allo es pagat als dits prestadors de les parts dels personers, si fermen a la dita manleuta feta per lo dit patro, en altra manera los dits personers no n'son tenguts, com lo dit patro no haya poder de obligar los bens de casa dels dits personers, si donchs de aquells procuracio o altre plen poder ab carta no hauia.

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[1] *servicials*] Servants of the ship are mentioned in the Customs of the Sea in conjunction with mariners: cf. Vol. III., pp. 212, 527. Servitiarii are similarly enumerated with mariners in the Amalphitan Table, art. 61. See above, p. 46.

from the proceeds of the sale of that vessel there shall be paid in the first place[1] to the servants and mariners of the said vessel what is owing to them for their wages; and this without giving security to return the money, since as regards those proceeds no one is prior in point of time nor better in point of right than those servants or mariners, and after them the creditors who have lent money to the vessel, that is to say, he who from the date of his bond in writing shall show himself to have lent his money first, and then the others as each comes first, each one giving security to return the money, or going through the solemnity of a proclamation of thirty days, as above explained, if he shall swear that he cannot find a surety to return the money. And in this case, that is to say, after the vessel has made a voyage, if anything is owing to the journeymen, or for timber, pitch, nails, oakum, or the fittings out of the vessel, all such creditors, if they have no written bonds for their debts, in the case above said have no privilege in priority of time, nor superiority of right over the other creditors who have lent money to the said ship on bonds. And if the shares of the master who has made those loans shall not be sufficient to defray them, the balance shall be paid to the said creditors from the shares of the part-owners, if they have confirmed the loan made by the said master; otherwise the said part-owners are not liable, as the said master had no power to bind the household goods of the said part-owners, unless he had from them a power of attorney or other full power.

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[1] *in the first place*] This is also in accordance with the Amalphitan Table, art. 61. See above, p. 45.

## Cap. XXXV.

### Com la muller del patro es primera en temps e millor en dret.

E si lo patro del dit vexell ha muller e aquella ha obtengut sentencia contra los bens de aquell del seu dot e escreix per alguna iusta causa, e lo marit no ha alguns altres bens en los quals la dita dona se puga entegrar en la dita dot e escreix, e hauran discutits aquells bens, e la dita dona se opposera al preu hagut del dit vexell, e per lo calendari de la carta sua dotal apparra primera en temps en los bens del dit marit seu, que l's altres creadors del dit vexell, en aquest cas la dita dona, ço es en les parts que l'dit marit seu havia en aquell vexell, es primera en temps e millor en dret que l's altres creadors del dit marit seu.

## Cap. XXXVI.

### Com deven esser determenats los plets per los consols.

Los consols, per carta que han del senyor rey, han poder, que l's plets e questions que davant ells se menen, oien, e aquells per fideguda determenen brevment, sumaria, e de pla, sens brugit e figura de iuy, *sola facti veritate attenta*, ço es sola veritat del fet attesa, segons que de us e costum de mar es acostumat de fer.

## Chapter XXXV.

### How the wife of the master is prior in time and superior in right.

If the master of the said vessel has a wife, and she has obtained judgment against his goods for her dowry and its increment for just cause, and the husband has no other goods against which the said lady can enforce her dowry and its increment, and he has dissipated his goods, and the said lady has made a claim upon the proceeds of the said vessel, and by the date of her marriage settlement she appears to be the first claimant in point of time against the goods of her husband before the other creditors of the said vessel, in such a case the said lady, that is as regards the shares, which her husband has in the said vessel, is prior in time and superior in right to the other creditors of her said husband.

## Chapter XXXVI.

### How plaints ought to be determined by the consuls.

The consuls, under the charter[1] of our lord the King, have power to hear the plaints and questions which are brought before them, and to determine them duly, briefly, summarily and forthwith, without the noise or formality of a judgment, solâ facti veritate attenta, that is to say, looking solely to the truth of the facts, according as has been accustomed to be done after the usage and custom of the sea.

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[1] *charter*] Reference here is probably made to a cedula of Peter IV. of Aragon (12 Kal. Nov. 1336) published by Capmany in his Memorias Historicas, iv. p. 94, under which the consuls of the sea of the city of Valencia were directed to decide the causes brought before them, "breviter, summarie et de "plano, absque strepitu judicii et "figura, sola facti veritate attenta, "prout de usu et consuetudine maris "fieri est assuetum."

### Cap. XXXVII.

Del salari que prenen los consols de les parts.

De les demandes que son posades davant los consols axi de paraula, com per scrit, sobre les quals ells donen sententia, prenen abduy los consols per lur salari tres diners de quascuna part per livra, ço es que, si demanda es posada de cent livres, e los consols determenen per sentencia que aquell, qui demana cent livres, no n'deu haver sino vint, o no res, de totes les cents livres han tres diners per livra de quascuna part, axi segons mes o menys.

### Cap. XXXVIII.

Del salari del iutge de les appellacions.

Lo iutge pren salari de aco que l's consols haurien iutiat, e de que s'sera appellat, tres diners per livra de quascuna part; si davant lo iutge ve alguna fet per appellacio, e no en altra manera.

### Cap. XXXIX.

Si se haura sospita dels consols.

Quant l'un dels consols o abduy en algun fet son recusats per sospitosos per alguna de les parts, qui pledeiaran davant aquells, e les rahons de sospita seran apparents, han a si acompanyar un home de l'art de la mar, si l'un es recusat; e si abduy son recusats, han a si acompanyar dos bons homens de la dita art de mar a les parts no sospitosos. E ab aquests ensemps fan lurs anantaments e donen sentencies en los

## CHAPTER XXXVII.

Of the salary which the consuls take from the parties.

In the claims which are made before the consuls, whether by parole or in writing, upon which they give sentence, the two consuls take for their salary three pennies in the pound from either party, that is to say, if a claim is made of one hundred pounds, and the consuls determine by sentence that he who claims one hundred pounds ought only to have twenty or nothing, they have three pennies per pound from either party upon the hundred pounds, and more or less accordingly.

## CHAPTER XXXVIII.

Of the salary of the judge of appeals.

The judge takes his salary upon the amount adjudged by the consuls, and from which the appeal is made, three pennies in the pound from either party, if any matter comes before the judge by way of appeal, and not in any other manner.

## CHAPTER XXXIX.

If there is suspicion respecting the consuls.

When one of the consuls, or both, in any matter are objected to as suspected by either of the parties, who proceed before them, and the reasons of the suspicion are apparent, they have to associate with them a prudhomme of the guild of navigators, if one of the consuls only is objected to, and if both are objected to; they have to associate with them two prudhommes of the guild of navigators, who are not suspected by the parties. And with these altogether they conduct the proceedings, and

affers, e no han mes salari dels dits tres diners per livra per quascuna de les parts, los quals si parteixen entre ells.

### Cap. XL.

### De sospita del iutge de les appellacions.

Lo iutge axi mateix si es recusat per sospitos, ha ab si acompanyar un home de l'art de la mar, no sospitos a les parts, e ab aquell lo plet de la appellacio determenar, e lo seu salari ha a partir ab aquell.

### Cap. XLI.

### Com los consols e lo iutge donen lurs sentencies per les Costumes de la Mar, per consell.

Les sentencies que per los dits consols e iutge son donades se donen per los costumes scrites de la mar, e segons que en diversos capitols de aquelles es declarat. E la on les costumes e capitols no basten, donen se a consell de promens mercaders e de mar, ço es tota hora a les mes veus de consell, hagut esguart a les persones qui donen aquell.

give sentence in the matter, and they have no higher salary than three pennies in the pound from either party, which they divide amongst them all.

## Chapter XL.

### Of suspicion of the judge of appeal.

The judge, in the same way, if he is objected to on suspicion, has to associate with himself a prudhomme of the guild of navigators, who is not suspected by either party, and with whom he shall determine the appeal, and shall share his salary with him.

## Chapter XLI.

### How the consuls and the judge give their judgments according to the Customs of the Sea, upon consultation.

The sentences which are given by the said consuls and judge, are given according to the written Customs[1] of the Sea, and in accordance with what is declared in the different chapters of them. And there where the customs and chapters are not sufficient, they give them upon consultation with the prudhommes of the merchants and of the sea, that is, always according to the majority of the voices in counsel, regard being had to the persons who give their advice.

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[1] *written Customs* ] See articles xxii. and xxxi. This is the earliest mention of *written Customs of the Sea*. In the charter or privilege of Peter III. of Aragon, by which the jurisdiction of the consuls of the sea was established at Valencia after the manner in which it had been accustomed to be exercised at Barcelona, it is directed, "terminent "contractus et dissensiones inter "homines maris et mercatores, quæ "juxta consuetudinem maris fuerint "terminandæ, prout est in Bar- "chinona fieri consuetum;" and in the charter of the same king, by which a judge of appeals from the consuls of the sea was instituted, it is directed that all such appeals should be determined "secundum consue- "tudinem et usum inter homines "maris."

## Cap. XLII.

De fermanca de dret sobre quals empares es rebuda.

Sobre totes empares fetes per los consols es rebuda fermança de dret; exceptat sobre empara feta de roba, de la qual roba, ço es de si meteixa, sera degut nolit, sobre la qual empara fermança alguna no y es rebuda.

## Chapter XLI.

### Of security to the court, upon what sequestrations it may be accepted.

Upon all the sequestrations made by the consuls security to the court may be accepted, excepting upon a sequestration of cargo, upon which cargo itself freight is due, upon which sequestration no security can be accepted.

# ASSISES MARITIMES DOU REAUME DE JERUSALEM.

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# MARITIME ASSISES OF THE KINGDOM OF JERUSALEM.

# ASSISES MARITIMES DOU REAUME DE JERUSALEM.[1]

I. Ici orres en quel part establi le roi Amauri que deust estre la raison des mariniers et des vaiceaus et des naves.[2]

Bien saches, que cil homes[3] qui vont par mer, cil[4] avient qu il aient aucun[5] contrast ou[6] leur mariniers de geter por[7] mau teas, ou por aucune[8] autre chose[9] dou vaicel;[10] la raison[11] coumande que ce soit juge[12] par la cort[13] de la mer, por[14] ce que en la cort[15] de la mer na point de bataille por[16] preuve, ne por[17] demande de celuy[18] veage; et en l'autre Cort[19] des

[1] The text of these Laws is taken from a MS. in the Royal Library at Munich, the history of which is not known, further than that it was in the ancient Electoral Library. It is a MS. in 4to, of the fourteenth century, written in double columns, on Oriental paper, and in an Italian hand. The various readings are from a MS. written in the year 1435, and kept in the archives of the Republic of Venice down to the end of the last century, when it was transferred to the Ducal Library of St. Marc in Venice.

[2] The Venetian MS. has a different heading to this chapter, viz., " Puis que nous avons dit desus " des autres raizous, si vous dirons " si apres la raizou des empruns et " de ceaus qui vont sur mer," which is in substance the heading of chapter xlii. of the Munich MS.

[3] sachiez, sil homes, V.

[4] se il, V.

[5] acun, V.

[6] o, V.

[7] pour, V.

[8] pour acun, V.

[9] choze, V.

[10] vaisel, V.

[11] raizon, V.

[12] jugie, V.

[13] court, V.

[14] pour, V.

[15] court, V.

[16] pour, V.

[17] pour, V.

[18] celui, V.

[19] en la court, V.

# MARITIME ASSISES[1] OF THE KINGDOM OF JERUSALEM.

1. Here you have in what way King Amauri[2] established what should be the law of mariners and of vessels and of ships.

Know ye well, that as regards those who navigate the sea, if it happens that they have any dispute with their mariners about a jetison from bad weather or from any other cause that regards the ship, the law[3] commands that the matter should be adjudged by the Court of the Sea, because in the Court of the Sea the wager of battle is not admitted as a mode of proof, nor in support of any claim during the voyage; whilst in the Court of the

[1] *Maritime Assises*] These laws are contained in the Livre des Assises et des Usages de la Court des Bourgois du Royaume de Jerusalem. They form chapters xliii.–xlix. of the MS. in the Royal Library at Munich, and chapters xl.–xlvi. of the Venetian MS. See Introduction.

[2] *King Amauri*] Amauri, Count of Jaffa and of Ascalon, succeeded his brother, Baldwin III., as king of Jerusalem in A.D. 1162, according to Guillaume de Tyr (l. xix.), who describes him as a wise man, full of experience in the ways of the world, who knew the customs, by which the kingdom was governed, better than any other of the princes of his time. King Amauri I. died in A.D. 1173, and was succeeded by King Baldwin IV.

[3] *the law*] The term "raison" seems to be used throughout these chapters in a sense distinct from that of "droit" or "assise," or "lei," and the Editor is disposed to think that it means law laid down by a judge. "Raisonour" was an old French term for an advocate, who argued the case of a party in a suit before a judicial tribunal, and the judge himself was said to argue the case, when he delivered his judgment upon it.

Borgeis [1] deit aveir espreuves bataille,[2] se la querelle [3] monte d'un marc [4] d'argent en amont.[5] Et por [6] ce sont ses raisons [7] establies par la Cort de la Chaene,[8] ce se [9] ne fust larecin [10] ou murtre ou traison,[11] car ce deit [12] venir en la cort,[13] ce il nen orent autre couvenant entre iaus,[14] quia contrahentium facta [15] de jure teneri debent. Ce est tous covens,[16] qui ne sont contre lei, deivent [17] estre tenus.

II. Ici dit la raison de celuy home qui baille son aver a porter iusque a un leue noume, et il le porte autre part, et pert ou gaaigne celuy qui le porte autre part qu'il n'orent et couvent.[18]

Se [19] un home baille a un autre home xx. besans [20] ou c. por [21] porter sur mer, si com [22] est jusque [23] en Chipire, et li [24] fait couvenant [25] de donner [26] dou guaaing sa part, et il avient que celuy [27] qui receit l'aveir [28] fait autre [29] veage, c'est vait [30] en autre part, que la ou il ot en couvenant,[31] et il [32] avient [33] que celui vaiceau [34] brise, ou que il perde les besans ;[35] la raison

[1] bourgois, V.
[2] doit avoir bataille, V.
[3] quarelle, V.
[4] passe vii. marc, V.
[5] *en amont*] omitted, V.
[6] pour, V.
[7] ses raizons, V.
[8] court de la mer, V.
[9] *se*] omitted, V.
[10] laresin, V.
[11] traisson, V.
[12] car ise doit, V.
[13] court, V.
[14] eaus, V.
[15] *pacta* seems to be the proper reading. The Latin quotation is omitted in the Venetian MS.
[16] car tous covenans, V.
[17] loy dovent, V
[18] The heading in the Venetian MS. is, "Ci ores de celui qui baille son avoir a porter iusques a un leu nomme, et lon le porte en autre leuc."
[19] Ce, V.
[20] besanz, V.
[21] pour, V.
[22] come, V.
[23] jusques, V.
[24] ly, V.
[25] covenant, V.
[26] donner, V.
[27] celui, V.
[28] receit l'auvoir, V.
[29] atre, V.
[30] ce est que il vaut, V.
[31] que il ot covenant, V.
[32] *il*] omitted, V.
[33] auvient, V.
[34] vaissel, V.
[35] besanz, V.

Burghers proof must be made by battle if the claim exceeds in amount a mark of silver. And therefore these laws are established by the Court of the Chain,[1] if it be not larceny, nor murder, nor treason; for this [matter of jetison] ought to be brought into the Court [of the Chain], if they have not any agreement between them; for the agreements of those who contract ought to be of right maintained, that is, all agreements which are not contrary to the law [2] ought to be upheld.

2. Here is stated the law as regards the person who commits his property to be carried to a place named, and he [the agent] carries it to another place, and he, who carries it to another place than that which has been intended and agreed upon, loses or gains something.

If a person commits to another person twenty besants or a hundred to be carried on the sea, for instance as far as Cyprus,[3] and he agrees to give him a share in the profit, and it happens that he who has received them makes an other voyage, that is, goes to another place from that which he had in the agreement, and it happens that the vessel is wrecked, or that he loses the besants;

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[1] *the Court of the Chain*] The court of the sea, which was instituted by King Amauri I. as a divisional court of the Court des Bourgois, was thus designated from the chain, which was drawn across the entrance of the port for the safeguard of vessels within it. It is described in a Greek MS. of the Assises preserved in the Laurian monastery on Mt. Athos as ἡ αὐλὴ της ἀλήσεως τῆς λεγομένης τζάλδνας.

[2] *the law*] The Lex Civilis is probably here meant by the term "lei," as distinguished from "assise."

[3] *as far as Cyprus*] This reference to Cyprus as a country beyond the sea, supports the opinion that these chapters on maritime law are a faithful restoration of the text of the original Assises made by an advocate of the Court des Bourgois which was established at Acre, after the disappearance of the authentic books, which had been kept in the chapel of the Holy Sepulchre at Jerusalem down to the time of the recapture of that city by Saladin, in 1187. The Greek text of the MS. in the Laurian Monastery on Mt. Athos has the reading εἰς τὴν κύπρον.

commande[1] qu il est tenus d amender ceaus besans,[2] por[3] ce qu il ala par sa volente[4] la ou il n'ot en couvenant d'aler. Et sil avient qu il gaaignast en celui veage; si deit aver[5] sa part le sire de l'aver,[6] par dreit[7] et par l'asise.[8]

III. Ici orres la raison com deit faire de celui aver qui est gete en la mer par fort tens, si com est por aleger la nave ou le vaisseau.[9]

Sil[10] avient que une nave ou un vaiceau[11] ait mauvais tens, et il getent de leur marchandise[12] ou de leur robe[13] ou de leur aver[14] por[15] aleger la nave et por[16] eschaper lor[17] vies, la raison comande[18] que si tost com il seront venus[19] a port de sauvete,[20] que il deivent[21] conter tout premier se[22] que la nave ou le vaiceau[23] vaut[24] o tout son forniment,[25] et puis apres se que est remes[26] dedens la nave, for[27] tant soulement la robe que[28] les gens auront[29] vestue sur iaus.[30] Mais se[31] il ont sur iaus[32] boucle[33] dor ou aniau[34] sur[35]

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[1] raison coumande, V.
[2] besanz, V.
[3] pour, V.
[4] gre, V.
[5] doit avoir, V.
[6] avoir, V.
[7] droit, V.
[8] asisse, V.
[9] The heading in the Venetian MS. is, "Ci ores quel choze l on "doit fare de l avoir qui est gete en "mer pour le mautens et pour "aleger la nave ou le vaissau qui "est en perill."
[10] Ce il, V.
[11] vaissau, V.
[12] marchandisse, V.
[13] robes, V.
[14] avoir, V.
[15] pour, V.
[16] pour, V.
[17] leur, V.
[18] raison coumande, V.
[19] *venus*] omitted, V.
[20] savete venus, V.
[21] dovent, V.
[22] ce.
[23] vaissau, V.
[24] *vaut*] omitted, V.
[25] fourniment vaut, V.
[26] remez, V.
[27] fors, V.
[28] The Venetian MS. reads "et," which is evidently an error of the scribe.
[29] averont, V.
[30] eaus. V.
[31] ce, V.
[32] eaus, V.
[33] bouclez, V.
[34] aniaus, V.
[35] *sur*] omitted, V.

the law directs that he is bound to make good those besants, because he went of his own will thither whither he had it not in his agreement to go. And if it happens that he gains upon that voyage, the owner of the property ought to have his share according to justice[1] and according to the assise.

3. Here you have the law as to dealing with goods which have been cast into the sea from bad weather in order to lighten the ship or vessel.

If it happens that a ship or a vessel has bad weather, and they cast overboard their merchandise or their goods or their property, to lighten the vessel and to save their lives, the law ordains, that as soon as they shall have come to a port of safety, they ought to calculate first of all what the ship or vessel and all its furniture is worth, and next after it what is rescued in the said ship, excluding only such clothes as they have on their persons. But if they have upon their persons buckles of gold or rings upon them, or a girdle of silver, the price

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[1] *justice* ] The meaning would seem to be "according to natural "right, and according to the Statute Law." The poverty of the English language in all that regards "jus" as distinguished from "lex" is remarkable. The Mt. Athos MS. has the reading *κατὰ τὸ δίκεον* (*δίκαιον*) without any additional words.

isus[1] ou seinture[2] dargent, tout deit[3] estre conte en[4] pris de besans[5] ou[6] ce qui est remes.[7] Et saches[8] que celui aver qui[9] est gete ne deit[10] estre conte for[11] tant come[12] il costa[13] o ces averies,[14] et celui aver meisme,[15] qui est remes, deit[16] estre conte tant come[17] il cousta. Car, se on le conteit[18] tant con lon en poreit aver[19] en la terre[20] ou lon sereit[21] venus, si sereit ce tor,[22] por ce que par[23] aventure il y[24] averet[25] tel aver[26] que sereit[27] lors de bone vente et tel que non. Si[28] com est, se ge achetai[29] un aver[30] por xx. besans[31] et i. en puis apres aver[32] l. besans,[33] et lautre qu il acheta son aver[34] por c. besans,[35] ne poet ores aver[36] que xx. besans,[37] et puis quant il venret[38] au[39] conter de la perte[40] por doner a chascun sa part;[41] si averet[42] li uns guaaing[43] por son aver[44] qui sieret[45] de bone vente en la terre,[46] et lautre si

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1 *isus*] omitted, V.
2 senture, V.
3 doit, V.
4 a, V.
5 besanz, V
6 avecq, V.
7 remez en la nave, ou ce il ont coutia d argent ou esclaf ou esclave, V.
8 sachies, V.
9 selui qui est, V.
10 doit, V.
11 fors, V.
12 com, V.
13 cousta, V.
14 o toutes ses avaries, V.
15 celui avoir meismes, V.
16 remez doit, V.
17 com, V.
18 hom le contoit, V.
19 tant com il poroit avoir, V.
20 tere, V.
21 ceroit, V.
22 a seroit tort, V.
23 car par, V.
24 *y* omitted, V.
25 averoit, V.
26 avoir, V.
27 seroit, V.
28 Ci, V.
29 se ie acheta, V.
30 avoir, V.
31 besanz, V.
32 et ie en peus apres avoir, V.
33 c. besanz, V.
34 ou ce ie acheta un avoir, V.
35 pour c. besanz, V.
36 et ie ne peus avoir, V.
37 besanz, V.
38 quant veroit, V.
39 a, V.
40 porte, V.
41 *por doner a chascun sa part*] omitted, V.
42 sy averoit, V.
43 l un gaaing, V.
44 pour son avoir, V.
45 ceroit, V.
46 tere, V

of all ought to be calculated in besants with what has been rescued. And know ye, that the property which has been cast overboard ought not to be calculated otherwise than at what it cost[1] with all its averages,[2] and the property itself which has been rescued ought to be calculated at what it cost, for if one calculated it at the price which one might have for it in the country to which it has been brought, it would work a wrong, because by chance there might be certain goods which would sell well, and others not; as for instance, if I have bought one article for twenty besants and I can afterwards have fifty besants for it, and another person, who has bought his goods for a hundred besants, cannot have more than thirty for them, and when they come to calculate the loss, to give to every one his share, if one should have gain for his goods which sold well in the country, and another should have all the loss of the jetison, it would

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[1] *at what it cost*] the Mt. Athos MS. has *ὅσαν κουστεύσῃ*. This rule of valuing the entire cargo at the cost price in cases of jetison seems to have been a tradition of the ancient Rhodian law, as distinguished from the rule of the Basilica, L. liii., tit. iii., according to which the articles cast overboard were to be valued at their cost price, and the goods preserved on board at the market price.

[2] *all its averages*] The term "avaries" here means the outgoings on account of the cargo, *τὰς ἔξοδας* is the reading of the Mount Athos MS.

averet[1] toute la perte[2] dou get, si sereit tort.[3] Et por ce comande[4] la lei et lasise,[5] que le get ni se qui est remes[6] ne deit[7] estre conte se[8] non tant come il a coste.[9] Et puis qu il auront enci[10] prise[11] le get et ce que est remes par le dit des marchans et dou noclier et des mariniers[12] si comande[13] la lei et l asise[14] que les jures de la chaene[15] deivent juger[16] que la perte deit[17] aler par raison[18] de sentenar de besans,[19] ce est por chascuns[20] c. besans vient[21] itant[22] de[23] la perte de celui[24] get. Et s on mescreit[25] et[26] le sire[27] dou vaisseau[28] ou aucun[29] autre que tant n en i ait este gete,[30] la cort deit[31] faire venir devant iaus[32] le noclier et plusors des mariniers[33] qui aient connoissance de plus preudes hommes,[34] et faire[35] les jurer sur Sains[36] de dire verite, et puis par leur dit deit chascun aver[37] sa part de la perte; car ce est dreit et raison par l asisse de la terre dou roiaume de Jerusalem.[38]

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1 avereit, V.
2 porte, V.
3 seroit tors, V.
4 pour ce commande, V.
5 la loi et l asisse, V.
6 remez, V.
7 doit, V.
8 se, V.
9 com il a couste, V.
10 averoit ensi fait, V.
11 et prise, V.
12 mareniers, V.
13 ci coumande, V.
14 la loi et l asisse, V.
15 la mer, V.
16 doivent jugier, V.
17 doit, V.
18 par raizon, V.
19 centenar des besanz, V.
20 par chascun, V.
21 *vient*] omitted, V.
22 itant com vient, V.
23 *de*] omitted, V.
24 [illegible], V.
25 se hom [illegible], V.
26 *et*] omitted, V.
27 seignor, V.
28 vaissau, V.
29 *aucun*] omitted, V.
30 que tant est gete, V.
31 court doit, V.
32 eaus, V.
33 plussours des mareniers, V.
34 aent counossiance estre plus prodoumes, V.
35 fayre, V.
36 Sans, V.
37 puis par le dit d eaus doit chascuns avoir, V.
38 Et se est droit et razon par l asisse, V.

be a wrong; and for this reason the law [1] and the assize ordain that the goods cast overboard and the goods rescued ought not to be calculated otherwise than at their cost price. And after a valuation has thus been made of the goods cast overboard and of the goods rescued by the merchants and the ship's mate and the mariners, the law and the assize ordain that the jurors of the Chain [2] ought to adjudge that they should be divided in proportion to every hundred besants, that is to say against every hundred besants so much of the loss from that jetison is to be set. And if they disbelieve the master of the vessel or any one else, that so much has been cast overboard, the Court ought to call before it the ship's mate, and several of the mariners whom they know to be the most trustworthy, and make them swear upon the Holy Relics to speak the truth: and afterwards, according to their declaration, each person must bear his share of the loss. And this is justice and law according to the assise of the land of the kingdom of Jerusalem.[3]

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[1] *the law*] That the Lex Civilis is here meant is confirmed by the text of the Mount Athos MS., *εἰς τὸν νομὸν κὰι εἰς τὴν ασήζαν*. The rule of the old Rhodian Law is thus expressed in the Digest, l. xiv. tit. ii. Fr. 2, § 2, "jacturæ summam "pro rerum pretio distribui oportet."

[2] *the jurors of the Chain*] Little is known as to the organisation of the Courts of the Chain, but if any inference may be drawn from the constitution of the jury of the Cour de la Fonde, which was another divisional court of the Cour des Bourgois, and had cognisance of commercial questions, the jury was a panel of six persons, who were bound to judge all the claims that were brought before the bailliff or magistrate of the court.

[3] *kingdom of Jerusalem*] A different reading has been adopted in the Greek MS. above referred to, which is preserved in the Laurian Monastery on Mt. Athos, namely, *κατὰ την ασίζαν τῆς κύπρου καὶ τοῦ Ἱεροσαλυμάτου*, according to the assise of Cyprus and of Jerusalem. This is explained by the fact that the Greek MS. was written in Cyprus early in the sixteenth century.

**IV.** Ici erres la raison des mariniers qui se sont acordes de faire un veage, et puis qu'il en ont pris les erres, se repentent.[1]

Sil[2] avient que mariniers[3] s acordent o le sire dou vaisseau[4] de faire un veage, et en prenent la mite[5] de la monee[6] de ce don[7] il se[8] sont acordes, et puis avient que[9] les mariniers[10] se repentent; la raison comande[11] qu il li det amender sa monee au seignor de la nave en double,[12] et cil aveent[13] foit nul servise[14] a[15] la nave, si con a[16] garder ou a[17] charger, si n en deit[18] riens aver por[19] ce quil faillent de couvent.[20] Et si les mariniers[21] defaillent en tel point au sire dou vaisseau[22] quant il devront[23] meuvre, si que por[24] la haste dou meuvre,[25] le sire[26] luera autre mariniers[27] plus[28] chiers, ou en aura aucun autre damage,[29] le dreit comande[30] que tout celui[31] damage que le sire recevera por iaus[32] ou le damage qu il aura en luer plus les autres marinyers,[33] que tout sont tenus[34] de lamender par dreit.[35] Encement tout auci le seigner[36]

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[1] The heading in the Venetian MS. is, "Ci dit des mareniers qui "se sont acordes de faire un veage "et puis que il ont pris les erres si "se veullent repentir."

[2] Ce il, V.

[3] mareniers, V.

[4] vaissau, V.

[5] moitie, V.

[6] monnoie, V.

[7] dont, V.

[8] *se*] omitted, V.

[9] *avient que*] omitted, V.

[10] mareniers, V.

[11] lai raizon coumande, V.

[12] que il dovent a selui amender sa monoie a double, V.

[13] ce il avoit, V.

[14] servize, V.

[15] en, V.

[16] com de, V.

[17] de, V.

[18] si ne deivent, V.

[19] aveir pour, V.

[20] couvenant, V.

[21] se les mareniers, V.

[22] a sire dou vaisel, V.

[23] deveroit, V.

[24] pour, V.

[25] del partir, V.

[26] le seignor dou vaissau, V.

[27] lique autres mareniers, V.

[28] et plus, V.

[29] avera acun damage, V.

[30] droit coumande, V.

[31] seluy, V.

[32] resevera pour eaus, V.

[33] *ou le damage qu il aura en luer plus les autres marinyers*] omitted, V.

[34] que eaus sont tenus, V.

[35] tout amender par droit, V.

[36] Ensement tout asy se le seignor dou vaisel, V.

4. Here you shall have the law as regards mariners, who have agreed to make a voyage, and, after they have taken the earnest money, repent of it.

If it happens that mariners agree with the master of a vessel to make a voyage, and take the half of the money for which they have agreed, and afterwards it happens that they repent of it, the law commands that they ought to make good to the master of the ship double the money[1] which they have received; and if they have done no service in the ship, as for instance in guarding her or in loading her, they ought to have nothing, because they have broken their covenant. And if the mariners make default at the moment when the master of the ship is about to sail, if in the haste to sail the master has to hire other mariners at higher wages, or shall incur any other loss, justice ordains that all that damage which the master shall incur from them, with the loss which he shall incur from having to hire at higher wages other mariners, they are bound to make good of right. In a similar manner also should a master

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[1] *double the money*] The Amalphitan Table made a similar provision, p. 4.

avoit retenus mariniers[1] pour un veage faire et il se repente[2] puis, tout ce qu il aura[3] done as mareniers,[4] si deit estre leur par dreit.[5] Et cil changeit autre veage que celui por qu il les aveit[7] retenus, ou plus pres ou plus loing, les mariniers[8] ne sont tenus de faire le,[9] ci el ne l veulent,[10] par dreit[11] ne par l asise,[12] mais deivent atant estre quite,[13] quia ille particule solito totum ex convencione debitum insse portas.[14]

V. Ici orres la raison dou mauvais Crestien qui porte aver devee en terre de Sarasins, et que doit faire la justise de seluy home qui se porte.[15]

Sil[16] avient que un marinier[17] ou un marchant, qui[18] que il soit, porte aver[19] devee en terre[20] di Sarasins,[21] ci com est se il i[22] porte armeures, haubers et chauces[23] de fer, ou de lances ou abalestre[24] ou[25] heaumes ou verges dacier[26] ou de fer, et il en peut[27] estre ataint[28] en la Cort de la Chaene[29] par les mariniers[30] ou par les marchans qui la estoient, qui ce[31] virent qu il

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[1] tenus mareniers, V.
[2] repent, V.
[3] avera, V.
[4] donne as mareniers, V.
[5] droit, V.
[6] changent, V.
[7] selui pour qil les averoit, V.
[8] mareniers, V.
[9] del faire, V.
[10] se il ne veullent, V.
[11] droit, V.
[12] lasize, V.
[13] mains doivet estre atant quites, V.
[14] *portas* ] The Latin quotation is omitted in the Venetian MS.
[15] The Venetian MS. has the following heading: "Ci ores dou "mavaus Crestien, qui porte avoir "devee en terre des Sarasins, que y "la justise doit faire de luy."
[16] Ce il, V.
[17] marenier, V.
[18] quy, V.
[19] avoir, V.
[20] tere, V.
[21] Sarasins, V.
[22] *i*] omitted, V.
[23] chauses, V.
[24] lanses et balestres, V.
[25] *ou*] omitted, V.
[26] asier, V.
[27] pevent, V.
[28] atent, V.
[29] court de la mer, V.
[30] mareniers, V.
[31] que se, V.

have engaged mariners to make a given voyage and he afterwards repents, all which he has given to the mariners ought to be theirs of right. And if he should change for another voyage from that for which he has engaged them, whether to a nearer or a further distance, the mariners are not bound to make it, if they do not wish, according to justice and the assize, but they ought to be quite released, for a breach in that particular[1] carries with it a perfect release from the contract.

5. Here you shall have the law as regards a bad Christian, who carries forbidden[2] goods to the land of the Saracens, and what the magistrate ought to do to the man who carries them.

If it happens that a mariner or a merchant, whichever it may be, carries forbidden goods to the country of the Saracens, such for instance as armour, coats-of-mail, iron-pieces, lances and projectiles, axes or spears of steel or iron, and he is arraigned in the Court of the Chain by the mariners or by the merchants who were there, who

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[1] *in that particular*] The Latin gloss, or side note, which has been admitted into the text of the Munich MS., ought probably to be written "quia illa particula soluta "totum ex convencione debitum in "se portat."

[2] *forbidden*] πράγματα κωλυμένα is the reading of the Mt. Athos MS. The principle of "merces illicitæ," as regards commerce with barbarian nations, was affirmed in the Code L. xii., tit. lxv., by an ordinance of the emperors Honorius and Theodosius, but as regards trade with the Saracens, it was formally forbidden to Christians by Canon 24 of the third Council of the Lateran, A.D. 1179.

vendi et aporta[1] as Sarasins[2] celuy aver[3] devee, et ce qu il porta monta plus d un marc dargent en amont,[4] tout can que il a si deit[5] estre dou seignor de la terre,[6] et deit[7] estre juge[8] par l autre Cort des Borges[9] a pendre,[10] puis que les jures de la chaene auront receu[11] devant iaus[12] les garens[13] de ceste chose,[14] et ce est dreit et raison par lasize.[15]

VI. Ici orres la raison de seluy aveir c on baille a porter sur mer, et il avient que les corsaus li tolent can que il porte et dou sien et de l autruy, ou que le vaisseau se brise et pert tout.[16]

Sil[17] avient que un home baille a un autre home de son aver[18] a porter sur mer a gaaing en[19] aventure de mer et de gens, et il avient que corsaus[20] l encontrent et li tolent tout can que il porte,[21] ou il fait[22] mauvais[23] tens et[24] brise[25] le vaisseau[26] et pert[27] tout; la raison[28] coumande qu il en[29] est atant quite,[30] et ne li en[31] deit[32] riens amender. Mais c il[33] ala

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[1] porta, V.
[2] Sarasins, V.
[3] selui avoir, V.
[4] *en amont*] omitted, V.
[5] tout quan qui il avoit doit, V.
[6] tere, V.
[7] doit, V.
[8] jugie, V.
[9] la court des bourgois, V.
[10] a pendre par la goule, V.
[11] jures de la mer avront reecu, V.
[12] eaus, V.
[13] guarens, V.
[14] cest choze, V.
[15] droit et razon par l' asisse, V.
[16] The Venetian MS. has the following heading: "Ci ores de l'avoir "que l on baille a porter sur mer, et "avient puis que coursaires le tolent "a seluy qui le prist a porter, ou le "vaissau brize."
[17] Ce il, V.
[18] avoir, V.
[19] gain et, V.
[20] coursaires, V.
[21] toillent quan que il porte, V.
[22] *il fait*] omitted, V.
[23] pour mavais, V.
[24] *et*] omitted, V.
[25] brize, V.
[26] vaissau, V.
[27] perde, V.
[28] raizon, V.
[29] *en*] omitted, V.
[30] quites, V.
[31] *en*] omitted, V.
[32] doit, V.
[33] se il, V.

knew that he sold and delivered to the Saracens those forbidden goods, and what he carried amounted to more than a mark of silver, all that he possesses ought to be confiscated to the lord of the land, and he ought to be condemned by the other Court of the Burghers [1] to be hanged, after the jurors of the Court of the Chain have had before them sufficient warrantors of the matter, and this is justice and law according to the assise.

6. Here you shall have the law as regards the property, which is committed to an agent to carry upon the sea, and it happens that cruizers capture what he is carrying both of his own and of other persons' goods, or that the vessel is wrecked and all is lost.

If it happens that a person commits to another person some of his property to carry on the sea to make gain with in a common adventure upon the sea, and it happens that cruizers [2] meet with it and capture all which he is carrying, or bad weather overtakes him and his vessel is wrecked and all is lost, the law ordains that he is altogether discharged, and ought not to make good anything. But if he arrives on his voyage whither he

[1] *other Court of the Burghers*] The Court of the Sea had only a civil jurisdiction, and after the jurors had found their verdict, the bailliffs of the court handed over the convicted party to the Court of the Burghers, there to be punished criminally.

[2] *cruizers*] κουρσάρη is the phrase used in the Greek MS.

au veage[1] la ou il dut aler, sein[2] et sauf, et puis qu il fu en terre[3] fist aucune meslee ou tua aucun[4] home et por ce le sire de la terre[5] prent tout ce[6] que il a; le dreit[7] coumande qu il est[8] tenus de rendre as gens tout[9] se qu il porta dou leur. Car il n'est pas dreis[10] que les bounes gens qui[11] li baillerent le leur por[12] bien faire, le deient perdre par sa folie,[13] mais tout enci[14] come il fist le mau par sei,[15] si le conpere par sei.[16] Et c il avint[17] que il resut l aveir des bones gens[18] a porter sauf en terre,[19] il est tenus de l amender, coument qu il seit puis perdus,[20] par dreit[21] et par l'asize.[22] Et ce[23] tant est chose[24] qu il n a de quei[25] paier celui de cui il porteit[26] laver, la Cort de la Chaene[27] le deit[28] metre en prison,[29] et des viii. iors[30] en avant puis qu il sera mis[31] en prison,[32] li deit douner[33] celui ou cele[34] por qui il est mis en prison[35] a manger au mains[36] pain et aigue,[37] ce plus ne li veut douner,[38] et ce est droit et raison par l asize.[39]

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[1] viage, V.
[2] sain, V.
[3] tere, V.
[4] acun, V.
[5] et pour ce le seignor de la tere, V.
[6] se, V.
[7] la raizon, V.
[8] *est*] omitted, V.
[9] *tout*] omitted, V.
[10] drois, V.
[11] quy, V.
[12] pour, V.
[13] ne li dovent faire ne perdre pour sa failie et folie, V.
[14] ensi, V.
[15] soy, V.
[16] *si le conpere par sei*] omitted, V.
[17] avient, V.
[18] l'avoir de la bonne gent, V.
[19] sain et sauf en tere, V.
[20] seit puis qil soit perdus, V.
[21] droit, V.
[22] asisse, V.
[23] se, V.
[24] *chose*] omitted, V.
[25] n en a de coy, V.
[26] portoit, V.
[27] la court de la mer, V.
[28] doit, V.
[29] prizon, V.
[30] vii. jours, V.
[31] *mis*] omitted, V.
[32] prizon, V.
[33] ly doit donner, V.
[34] selui ou selle, V.
[35] qui lavera mis en prizon, V.
[36] a manger amains, V.
[37] pan et ague, V.
[38] viat donner, V.
[39] drois et raizon par l'asisse, V.

ought to go, well and safe, and after he has come to land, he has got into any brawl or killed any person, and thereupon the lord of the land[1] takes all which he has; the common law commands that he is bound to restore to the owners all the property which he was carrying; for it is not right that the honest people who entrusted to him their property to employ profitably should lose it from his folly, but he must bear the evil by himself since he has brought it upon himself. And if it happens that he has received the goods of honest people, to carry them safe to land, he is bound according to justice and by the assise to make them good, notwithstanding they are subsequently lost. And if it should be the case that he has nothing wherewith to pay him whose goods he was charged to carry, the Court of the Chain[2] ought to commit him to prison, and he or she, by whom he has been cast into prison, ought to supply him with bread and water[3] eight days[4] in hand, if he or she is not willing to give him more, and this is justice and law according to the assise.

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[1] *the lord of the land*] ὁ ἄρχων τῆς χώρας is the reading of the Greek MS.

[2] *the Court of the Chain*] ἡ αὔλη τῆς τζάιδνας is the reading of the Greek MS.

[3] *bread and water*] This was also the practice in the north of Europe, as is evidenced by the Wisby Town Law on Shipping. See above, p. 392.

[4] *eight days*] The MS. of St. Germain has viii. jors, but the Greek MS. has ἡ ἡμαιρας.

**VII. Ici orres de la raison des aveirs qui sont getes en la mer, et on les treuve puis au fons de l aigue et a la rive de l aigue, et quele part i deit aver qui la trouve de sous l aigue au fons, et quel part il deit aver a ce c'on treuve desus l aigue noant.[1]**

**Des[2] marchans, qui vont par mer, ou autres[3] gens, e il avient qu il aient fort tens, et il getent por celui mauvais tens[4] de leur aveir[5] et de leur robes[6] en la[7] mer, et il[8] avient puis e on[9] treuve celuy[10] sur aigue[11] noant; le dreit comande[12] que selui qui le treuve[13] sur l aigue[14] deit[15] [aveir la mite,[16] et l autre mite deit[17] estre dou seignor de l aveir,[18] mais se l aveir[19] est treuve[20] a fons de la mer, celui qui la treuve[21] deit aveir[22] la tierce part, por[23] ce que l aveir[24] qui est au fons atent son seignor.[25] Et se le seignor de l aveir[26] no[27] y est, la part qui doit estre dou sire de l aveir[28] deit[29] estre dou sire de la terre.[30] Et se la nave vient a la terre[31] et brise[32] par fort tens ou**

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[1] The Venetian MS. has the following heading: "Ci ores la raison "des avoirs qui sont getes en mer, "et houm les treuve puis a fons de "l'ague et a la rive; et quel part "doit avoir seluy qui lavoit trove "au fons de la mer ou sur ague."

[2] Les, V.

[3] o atres, V.

[4] selui mautens, V.

[5] avoir, V.

[6] robe, V.

[7] *la*] omitted, V.

[8] *il*] omitted, V.

[9] que hom, V.

[10] de seluy avoir, V.

[11] ague, V.

[12] droit coumande, V.

[13] treve, V.

[14] ague, V.

[15] doit, V. A leaf in the Munich MS. is here missing, which the Editor has supplied in French of the same period from a collation of the Venetian and St. Germain MSS.

[16] avoir la moitie, V.

[17] moitie doit, V.

[18] avoir, V.

[19] ce l'avoir, V.

[20] trove, V.

[21] treve, V.

[22] doit avoir, V.

[23] pour, V.

[24] l avoir, V.

[25] seignour, V.

[26] avoir, V.

[27] ne, V.

[28] avoir, V.

[29] doit, V.

[30] tere, V.

[31] a tere, V.

[32] brize, V.

VII. Here you shall have the law as regards property, which has been cast into the sea, and it is found afterwards at the bottom of the water and on the edge of the water, and what share he ought to have who has found it beneath the water at the bottom, and what share he ought to have of that which is found floating upon the water.

Merchants, who navigate the sea, and other persons, if it happens that they have bad weather, and by reason of that bad weather they cast overboard some of their property and of their goods into the sea, and it happens that they are found afterwards floating on the water; justice commands that he who finds them on the water ought to have the moiety, and the other moiety ought to be restored to the owner of the property; but if the property is found at the bottom of the sea, he who has found it, ought to have the third part,[1] because property which is at the bottom awaits its owner. And if the owner of the property does not appear, the share which ought to belong to the owner of the property ought to belong to the owner of the land.[2] And if the ship goes ashore and

[1] *the third part*] το τρίτον μέρος is the reading of the Greek MS.

[2] *owner of the land*] ὁ αὐθέντης τοῦ τόπου is the reading of the Greek MS.

par bonasse[1] ou en quelque autre maniere que elle brise,[2] l aveir[3] qui est dedens deit[4] estre save a celui di cui il est. Mais en quelque part que elle brise[5] le seignor de la terre[6] deit aveir[7] de selle nave l'artimon et le timon. Car le roy Amauri de bonne memoire done[8] ceste franchise[9] par tout le royaume de Jerusalem.[10]

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1 bounasse, V.

2 brise, V.

3 avoir, V.

4 doit, V.

5 brise, V.

6 tere, V.

7 doit avoir, V.

8 donna, V.

9 ceste franchise, V.

10 *Jerusalem* ] The St. Germain MS. has the additional words, Inde enim consueverant bona prodire exempla, unde quondam "per actorem omnium animarum "celitus saluberrima sunt tradita "documenta, c'est a dire; d'ileques "sont acostume a issir le bon ex-"emple dont jadis furent doné as "bones armes, par le faisor dou "monde, li bon enseignement dou "ciel." The Editor has not incorporated them into the text, as they have no place in the Venetian MS., nor have they any counterpart in the Greek MS. of Mount Athos.

is wrecked from bad weather or from a calm or in any other manner, the property which is on board ought to be salved for him to whom it belongs. But wherever it may be wrecked, the lord of the land ought to have the mizen mast and the rudder. For king Amauri of good memory[1] established this franchise throughout the whole kingdom of Jerusalem.[2]

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[1] *of good memory*] ἡ μακαρία ψυχὴ τοῦ ρεαμαρῆ ἔδοκεν τούτοιν τὴν ελευθερίαν εἰς ὅλον τον ρηγάτον τῶν Ἱεροσωλήμων is the reading of the Greek MS., and the chapter concludes here.

[2] *the whole kingdom of Jerusalem*] This expression supports the opinion that the king, to whom this privilege is referred, was king Amauri I., who was king of Jerusalem before the city of Jerusalem was captured by Saladin in 1187, and not to king Amauri II., who became king in 1194. The Greek MS. to which reference has been above made in the notes, is a MS. very superior to the Greek MS. in the National Library in Paris, coté Colbert, No. 1390, although it is of rather a later date. It is preserved in the archives of the Laurian Monastery on Mt. Athos, and Dr. C. E. Zachariae, now Zachariae von Lingenthal, has published the early chapters of this MS. in his Historiæ Juris Græco-Romani Delineatio, Heidelberg, 1839. Count Beugnot is of opinion that the text of the Laurian MS. supplies internal evidence of its being a Greek translation of the Munich MS. See Introduction.

# ORDINAMENTA ET CONSUETUDO MARIS

EDITA PER CONSULES CIVITATIS TRANI.

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# ORDINANCES AND CUSTOM OF THE SEA

PUBLISHED BY THE CONSULS OF THE CITY OF TRANI.

# ORDINAMENTA ET CONSUETUDO MARIS

## EDITA PER CONSULES CIVITATIS TRANI.[1]

**Al nome de lo omnipotente Dio, Amen. Millesimo sexagesimo tertio. Prima indictione. Quisti infrascripti ordinamenti et rasone fo facti ordinati et providuti et ancora deliberati per li nobili et discreti homini, misser Angelo de Bramo, misser Simone de**

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[1] *Civitatis Trani* ] Such is the Latin title prefixed to these very ancient Ordinances, which have been preserved under very singular circumstances. They are found appended to the Statutes of the Commune of Fermo, a city in the March of Ancona, in a volume printed at Venice, A.D. 1507. There are two copies of this work preserved in the archives of the city of Fermo, one of which contains the Statutes of Fermo, printed sumptuously on illuminated parchment, followed by these Ordinances, and by an Ordinance of the city of Ancona on the subject of maritime average, both of these latter Ordinances being printed on paper. The other copy is printed throughout on paper, and is identical with a copy of the same work preserved in the Bibliothèque Nationale in Paris. No other copy of this edition is at present known to exist. The frontispiece of the work bears the title, "Statuta Firmano-"rum," and at the end of the sixth book is a colophon reciting that it had been printed under the auspices and care, through the diligence and at the expense of Marcus Marcellus, a citizen of Venice, and a native of Petriolo, a small village in the circle of Fermo, at the press of Nicholaus de Brentis and Alexander de Badanis, the Lord Leonardo Loredano being Doge, A.D. MDVII. The fact of the work having been printed in Venice may account for the presence in the text of several words peculiar to the Venetian dialect, but the use of such words, which were unknown at Trani, is rather suggestive that the present text is a Venetian translation of an original Latin text made some time between 1496 and 1507, as Trani was subject to the dominion of Venice in the interval between 1496 and 1509. The Latin title and a few Latin words in the body of the text still survive. The Editor has been able, through the courteous assistance of the learned keeper of the archives of Fermo, il Signor Filippo Raffaelle, to supply the reader with a text of the Ordinances, which has been carefully collated with the text preserved in those archives.

# ORDINANCES AND CUSTOM OF THE SEA

### PUBLISHED BY THE CONSULS OF THE CITY OF TRANI.

In the name of the Omnipotent God, Amen. In the year one thousand and sixty-three, in the first indiction.[1] These underwritten ordinances and reasons were made, ordained, and provided, and further deliberated by the noble and discreet Sir Angelo de Bramo, Sir Simon de Brado, and Commander Nicolas[2] de Roggiero, of the

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[1] *the first indiction* ] The combination of the first indiction with the sixty-third year of a century only occurs every three hundred years, commencing with A.D. 163. Thus A.D. 1063, 1363, and 1663 concur with the first indiction, and the combined date, as inserted in the text, is a strong argument in favour of the authenticity of the ordinances, although it is probable that the language, in which the ordinances were originally drawn up, was the Latin language, as retained in the title prefixed to them. In the Chronology of History published by Sir Harris Nicolas, p. 59, Table K. shows the combination of the first indiction with the years A.D. 1063, 1363, and 1663.

[2] *Commander Nicolas*] The title of "conte" in the Italian text is probably the equivalent of the Latin "comes," which is used in a Sicilian Constitution of A.D. 1282 to designate a class of naval commander subordinate to an admiral. "Comitres" is the corresponding term in Castilian, and is so defined in the Siete Partidas of Alphonso of Castile, A.D. 1266, part ii., tit. 24, ley iv.

Brado et conte Nicola de Roggiero de la cita de Trani, electi consoli in arte de mare, per li piu sufficienti che se potesse trovare in quisto golfo Adriatico.

I. Propone dice termina et diffinisce questa infrascripta questione de larte del mare, laquale e cosi facta, che se alcuna nave, grande over piccola, gesse in terra per fortuna, et fosse partuta la poppa dala proda, la mercatantia, que se nela dicta nave, non sia tenuta[1] ad emendare la dicta nave. Et se la dicta nave non fosse partuta da poppa ad proda, la mercatantia, que se in essa, si tenuta ad emendare la dicta nave. Et li marinari dela nave sia tenuti[2] ad aspectare octo di per scampare li suoi corredi; et qualunqua marinaro se partesse nanzi el dicto termine de octo di dela dicta nave sia tenuto ad pagare de ogni denaro de suo salaro[3] de tre dinari dece.

II. Propone anchora dice et diffinisce li predicti consuli, que qualunqua corredo[4] se perdesse non sia tenuto di andare ad varea,[5] salvo che li dicti corredi non fusse guastadi ouer perduti per campare[6] le persone, la mercatantia et anche la nave, che se in questo caso fosse li dicti corredi sia tenuti de andare ad varea.

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[1] *non sia tenuta* ] This is in accordance with the Roman Law, Dig., lib. xiv., tit. ii., fr. 5. pr. Lex Rhodia de jactu.

[2] *sia tenuti* ] This is a departure from the Roman Law. Dig., lib. xiv., tit. ii., fr. 2, § 2.

[3] *salaro*] Salario is probably here intended to be written, as in article iii.

[4] *corredo*] A Venetian form of "corredio," which occurs in the Tabula de Amalfi, art. 22, p. 16 above.

[5] *varea*] Ducange in his Glossary of Medieval Latinity renders the word "varea" as "tributi species," and quotes the Statuta Venetorum, l. vi., ch. 68, in which the word "varea" is used to signify a maritime contribution, e.g., vaream non dari, nisi de rebus, quæ in quaterno Scribani descriptæ sunt; nisi ii libri aut furto ablati aut in mare projecti sint. The word "varea" is also used in the Maritime Statute of Venice of 1255: "Ordinamus "quod si alicui navi vel ligno "evenerit, quod Deus avertat, de "arboribus, antenis et timonibus "dampnum, illud non sit in varea."

[6] *campare*] scampare is probably intended, as in article iv.

city of Trani, Consuls elect of the Guild of Navigators,[1] as the most competent who could be found in this Adriatic Gulf.

I. They propound, say, determine, and define this underwritten question of maritime navigation, which is thus laid down, that if any vessel, large or small, should be cast ashore by mischance, and should have her poop separated from her prow, the merchandise, which is in the said ship, is not bound to contribute to repair the said ship. And if the said ship should not have her poop separated from her prow, the merchandise, which is in her, is bound to contribute to repair the said ship. And the mariners of the said ship are bound to attend eight days to save the ship's spars, and whatsoever mariner shall depart before the said term of eight days from the said ship, he is liable to pay three pennies out of every ten of his wages.

II. The aforesaid consuls propound further, say, and define, that whatever spars are lost they are not to be brought into average, unless the said spars have been spoilt or lost to save the lives or the merchandise or the ship, that in such case the said spars are bound to be brought into average.

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[1] *the Guild of Navigators*] The term "guild" is not, strictly speaking, appropriate, as "the ghild" was a Scandinavian institution in its origin, see Vol. II., Introduction, p. xvi., but the term "company" (societas), would also not be appropriate. "Ars," however, had much the same signification as "mystery" in its application to the industrial guilds of the middle ages.

III. Propone dice et diffinisce li dicti consoli, che se la mercatantia dela nave fusse robata de corsari, sia tenuta la dicta mercatantia robbata de andare ad varea, et che se ne campasse[1] de queste mercatantie, che non fosse robbate, tutte quelle che campasse[1] sia tenute de emendare quella che fusse robbata; et che lo salario de li marinari non sia tenuto de emendare mercatantia veruna.

IV. Propone dice et diffinisce li predicti consuli de mare, che se una barcha scoperta andasse in terra ad sfassiare et sfassiassesi, la mercatantia non sia tenuta ad emendar la barca: et se la barcha scoperta fosse in pelago in fortuna at li marinari dela dicta barcha per questa fortuna gettasse in mare la mercàtantia per meglio scampare, la mercatantia cosi perduta deve andare ad varea.

V. Propone dice et diffinisse li predicti consuli, che se una nave, grande ouer piccola, fosse nolegiata et carcata, et partessese de porto, et havesse facto vela et la dicta nave per caso tornasse in porto, et se li mercatanti redomandasse la roba, et non volesse che la dicta nave la portasse piu ultra,[2] lo patrone dela nave deue haver tutto lo nolo convenuto, come che se l havesse portata, doue che li mercatanti havesse voluto.

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[1] *campasse*] scampasse. See art. ii. | [2] *ultra*] a pure Latin word.

III. The said consuls propound, say, and define, that if the merchandise of the ship shall be plundered by cruizers the said merchandise so robbed is bound to be brought into average, and that should any of this merchandise escape, so that it is not plundered, all which has escaped is bound to contribute to make good[1] that which has been plundered, and the wages of the mariners are not liable to make good any merchandise.

IV. The aforesaid consuls of the sea propound, say, and define, that if any vessel not decked should go ashore to be wrecked, and should be wrecked, the merchandise is not liable to make good the loss of the ship, and if an undecked vessel should be on the sea in bad weather, and the mariners of the said vessel under that bad weather shall cast into the sea merchandise the better to save her, the merchandise so lost ought to be brought into average.[2]

V. The aforesaid consuls propound, say, and define that if a vessel, large or small, should have been freighted and been laden, and should have gone out of port and have set her sails, and the said vessel should have returned into port, and if the merchants demand back their goods and do not wish that the said ship shall carry them any further, the master of the ship ought to have all the freight[3] agreed upon, just as if he had carried the goods thither whither the merchants wished them to go.

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[1] *to make good*] This provision is at variance with the Roman Law, Dig. l. xiv., tit. ii. fr. 2, § 3, which provides that all should contribute to the ransom of the ship, but that as regards the cargo, each should bear his own loss.

[2] *into average*] This is in accordance with the Roman Law, Dig. l. xiv. tit. ii., fr. 1 and 5. The use of the Latin word "varea" deserves to be noted, as suggestive of the text having been translated from a Latin original.

[3] *all the freight*] This was the law of the Osterlings, see p. 369.

VI. Propone, dice, et diffinisce li predicti consuli, che se qualunqua nave, o grande o picola, fosse carcata[1] in porto, et inanzi che la dicta nave se partesse de porto li mercatanti li indomandasse[2] la lor mercantia,[3] lo patrone dela nave si li deue rendere la mercatantia, et esso patrone deue havere et recevere da mercatanti lo mezo delo nolo convenuto.

VII. Propone, ancora dice, et diffinisce li dicti consoli, che se la dicta nave fosse in porto per carcasse, et li mercatanti, che l havesse nolegiata et promesso al patrone de dar la mercantia,[4] et non la volesse poi dare, lo patrone non li po domandare altro, che lo quarto delo nolo.

VIII. Propone ancora, dice, et dechiara li sopradicti consuli, che se un patrone de nave andasse in lochi divetati, et ancora andasse in porto, dove non desse andare, saluo che non fosse per fortuna, gabella et ogni altro danno in quisto camino et altri lochi devetati advenesse, se li marinari dela dicta nave li vetasse al patrone, et lo patrone non lo uolesse fare sia tenuto lo patrone ad pagar tutto questo danno, et in caso che li marinari et anche lo patrone non cognoscesse questo facto, el danno tutto che advenesse deue andare ad varea.

IX. Propone, dice, et determina et diffinisce li dicti consoli de mare, che veruno patrone non possa lassare nisuno marinaro altro, que non fosse per quatro casone[5] et defecti di esso marinaro: prima per biastemare Dio, la secunda per esser meschiarolo, la terza per essere

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[1] *carcata* ] A Venetian form of "caricata."

[2] *indomandasse*] This is the correct reading, but the contraction in the text may have been intended for "redomandasse," as in the previous article.

[3] *mercantia* ] This is the reading of the text.

[4] *mercantia* ] This is the correct reading.

[5] *casone*] A Venetian corruption of "cagione."

VI. The aforesaid consuls propound, say, and define, if any vessel, large or small, shall have been laden in port, and before the said ship goes out of port the merchants demand of him their merchandise, the master of the ship ought to give them up their merchandise, and the said master ought to have and receive from the merchants half the freight[1] agreed upon.

VII. The said consuls further propound, say, and define, that if the said ship should be in port to load, and the merchants, who have freighted her and promised to the master to put merchandise on board, are not willing to put it on board, the master cannot demand more than the fourth part[2] of the freight.

VIII. The abovesaid consuls propound, say, and define, that if a master of a ship goes into prohibited places, and further goes into a port where he ought not go, excepting it be in case of bad weather, customs dues and all other losses which may accrue in such a course, and in other prohibited places, the master is bound to defray, if the mariners of the said ship have forbidden the said master to do it and the master will not heed them, and in case that the mariners and also the master did not know the fact, all the loss which shall accrue shall be brought into average.

IX. The said consuls of the sea propound, say, and define, that no master may dismiss a mariner unless it be for one of four reasons[3] and defaults of the said mariner, first for blaspheming God, secondly for being quarrelsome, thirdly for being a thief, fourthly for some

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[1] *half the freight*] This is also the rule laid down in the Wisby Town Law on Shipping, see above, p. 397.

[2] *the fourth part*] The Wisby Town Law required the half freight to be paid in this case.

[3] *four reasons*] Four reasons also are assigned in the Consolat del Mar, art. lxxx., viz., for robbery, for quarrelling, for disobedience to the sailing master, and for perjury, Vol. III. p. 187.

ladro, la quarta per luxuria. Et per queste quatro cose lo patrone possa lassare lo marinaro et conducerto in terra ferma, et fare rasone[1] loro in terra ferma.

X. Propone, et diffinisce li predicti consuli de mare, che se uno marinaro se partesse con la nave de la sua terra, et admalasse, ipso[2] deve havere tutta la sua parte.

XI. Propone, et diffinisce li dicti consoli, che se un marinaro se conducesse ouer partesse con la nave de casa sua, ello non se puo partire ne lasiare larmaria dela dicta nave, saluo che per tre casone[3] et cose: la prima e, se ello fosse facto patrone de un altra nave; la seconda, se fosse facto nochiero; la terza e si in quello presente viaggio hauesse facto voto de andare ad San Jacomo,[4] al Sancto Sepulcro o ad Roma; et per questa tre cose ha casone legitima de partirse, et deue essere licentiato senza altro interesse, o danno refare.

XII. Propone anchora, dise, et diffinisce li predicti consuli de mare, che qualunqua patrone menasse marinare ad parte in nave grande, ouer picola, et se lo dicto marinaro se volesse partire, ghi deue lassar la mitade de quello che deve[5] havere, ouero dela parte sua.

XIII. Propone, dice, et dechiara li dicti consuli de mare, che qualunqua patrone andasse con una fortuna

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[1] *rasone*] A Venetian corruption of "ragione."

[2] *ipso*] This word illustrates a curious stage of transition from the Latin "ipse" to the Italian "esso."

[3] *casone*] A Venetian form of cagione.

[4] *San Jacomo*] The shrine of St. James at Compostella in Spain, see Vol. I., p. 156. It was much frequented by mariners, as a place of pilgrimage.

[5] *deve*] Pardessus reads "devesse."

excess. And for any of these four things the master may dismiss a mariner and set him ashore, and take proceedings against him on shore.

X. The aforesaid consuls of the sea propound, say, and define, that if a mariner shall set out with a ship from his own country and should fall ill,[1] he ought to have all his share.

XI. The said consuls propound and define, that if a mariner engages himself or sets out with the ship from his home, he cannot depart and leave the equipment of the said ship, unless for one of three causes[2] and things: the first is, if he has been made master of a ship, the second is, if he has been appointed mate of a ship; the third is, if in the present voyage[3] he should have made a vow to go to St. James, or to the Holy Sepulchre, or to Rome, and for these three things he has legitimate reason for departing, and he ought to be allowed to leave without paying any interest or damage.

XII. The aforesaid consuls of the sea propound, say, and define, that if any master shall engage a mariner on shares,[4] in a large or a small vessel, and if the said mariner wishes to depart, he ought to leave the moiety of that, which he ought to have, that is of his share in the voyage.

XIII. The said consuls of the sea propound and declare that if a patron[5] keeps under sail in bad weather and

[1] *fall ill*] Compare the provision in art. lxxxiii. of the Customs of the Sea, Vol. III., p. 189.

[2] *three causes*] The three causes allowed in the Consolat del Mar were, 1, marriage; 2, a religious vow; 3, promotion.

[3] *present voyage*] The Consolat del Mar has a different provision, as it recognised the paramount obligation of a vow of pilgrimage, only when it had been made on a previous voyage. See Vol. III., p. 221.

[4] *on shares*] This provision points to a very early usage of the middle ages, when the mariners were all part-owners in the ship, or at least partners for the voyage.

[5] *patron*] This clearly refers to the ase, in which the master of a vessel is also the owner of it.

ad vela, et la sua vela se guastasse, se sia suo tutto el damno. Ma se ello andasse ad vela et dicesse alli marinari, "Cala mo,[1] che io voglio mettere lo terzarolo,"[2] et li mercatanti et li marinari li desse questo, che non calasse, nia che tenesse duro, et la dicta vela se perdesse, in cio sia tenuta de gire et andare ad uarea.

XIV. Propone ancora, et dice, et diffinisce li dicti consuli de mare; che se la nave fosse sorta,[3] li marinari non deve leuar senza licentia delo patrone ouero delo nochiero. Et piu ad questo, se la garoppa ouer lo canapo se mozasse, questo si deve andare ad uarea. Anche mo, se co lor litigia li facesse forza et perdesese lancora, non sia tenuto ad mendarse ne andare ad varea.

XV. Propone et dice et diffinisce li dicti consuli de mare, che qualunqua nave facesse vela dela sua terra, che nui li tollame liberta, che non debia calare vie collare, ne tenere sosta,[4] ne mollare sosta, senza licentia del nochiero.[5] Et la nave statendo in porto lo nochiero non possa trare la nave de porto senza licentia del patrone.

XVI. Proponemo, dicemo, et sententiamo nui consuli predicti, che qualunqua patrone menasse scrivano,[6] ello

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[1] *Cala mo*] from the mediæval Latin word "calare" in use at Venice in the xvth century.

[2] *terzarolo*] the storm sail, a kind of latene or triangular sail.

[3] *sorta*] This appears to be the past participle of the verb sorgir, or surgir, to ride at anchor. "Sorgi-" turo" occurs in the Amalphitan Table, art. 58, see above, p. 40. "Surtes" is used in art. lxiv. of the Customs of the Sea, Vol. III., p. 164.

[4] *sosta*] This word is used in a maritime Statute of Venice of 1255, in the sense of a stay or rope to keep a mast in its proper position.

[5] *nochiero*] This word evidently meant at this time the sailing master, upon whom devolved the exclusive charge of navigating the vessel.

[6] *scrivano*] If the date of these ordinances be correctly given as A.D. 1063, they carry back the institution of the ship's-clerk to a much earlier period than the Ordinance of king James I. of Aragon of 1258. The Statute of Marseilles of 1255, l. iv. ch. xxvi., speaks, of the ship's-clerk having been instituted long before, "olim fuisse sta-" tutum."

his sails are damaged, the loss must be all his own. But if he is under sail and he says to his mariners, "Furl "the sail, I wish to set the storm sail," and the merchants and the mariners say to him not to take in sail, but to carry on, and the said sail is blown away, in such a case the damage is entitled to be brought into average.

XIV. The said consuls of the sea propound, say, and define, that if the ship is riding at anchor, the mariners ought not to raise the anchor without leave of the master or of the mate, And further if the ground tackle or hempen cable should break, it ought to be brought into average. Still further if with their quarrelling they use violence and the anchor is lost, he is not bound to make it good nor to bring it into average.

XV. The said consuls of the sea propound, say, and define, that, if a ship sets sail from her own country, we forbid any one to furl the sails or to lower the halyards or to let go the cable or to move the cable without the leave of the mate. And the ship being in port, the mate may not take the ship out of port without the leave of the master.

XVI. We, the above said consuls, propound, say, and adjudge, that every master ought to take a scribe,[1] who

[1] *a scribe*] The ship's clerk is designated "scriba" in the Amalphitan Table, p. 8. In the Statute of Marseilles of 1255 he is termed "scriptor."

debia essere jurato del suo commune et de esser bene et leale. Et questo dicto patrone non possa fare scrivere nissuna cosa che habia con nissuno mercatante che non sia el mercatante de presente, ouero altro testimonio. Et simigliante caso et termine sia coli dicti marinari. Et se altro, ouero el contrario de cio facesse et scrivesse, che quello suo quaterno ouer libro non sia tenuto ad nulla rasione ne ad esso se deba dare fede alcuna. Et si questo scrivano receuesse mercatantia dali mercatanti, et manchasseli, sia tenuto ad mendarlo esso scrivano: et lo dicto quaterno si deue esser coperto di carta pecudina.

XVII. Propone et dice et diffinisce li dicti consuli de mare, che qualunqua patrone havesse nissuna mercatantia in nave, el bisognasseli scaricare ouero in porto ouero in spiaggia, como la dicta roba ha dato in barcha, lo dicto patrone subito ipso facto e scapolo et liberato dela dicta roba; et mercatantia cosi decarcata sia tenuta ad emendare essa barcha, saluo che non la perdesse per fortuna de mare ouero de corsari; et in questi dui cosi non sia tenuta.

XVIII. Propone, dice, et diffinisce li dicti consuli de mare, che qualunqua mercatante, ouer altro homo, desse mercantia ad qualche suo factore, ouero ad altra persona, che glia la vendesse senza veruno testimonio che chi assegna si lisse,[1] deue credere alo dicto factore. Et che volesse andare dricto ala rasone[2] de signoria, ello habia dui testimonei diricti et liali; et ad costoro debia essere creduto et data piena fede.

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[1] *che chi assecyna si lisse*] The Editor has some doubt as to the proper translation of this passage.

[2] *rasone*] This word seems to mean "judgment" here, as in the Assises of the kingdom of Jerusalem. See above, p. 499.

ought to be sworn in his commune to be honest and loyal. And the said master may not make him write any thing which he has transacted with any merchant, unless the said merchant be present or some other witness. And the same case and terms shall be observed with the other mariners. And if he shall do or write otherwise or to the contrary, his register or book shall not be of any value, nor shall any faith be given to it; and if that scribe shall have received any merchandise from the merchants and it should be missing, let that scribe be responsible to make it good; and the said register ought to be covered with parchment.

XVII. The said consuls of the sea propound, and say, and define, that if a master has in his ship any merchandise and it is necessary to discharge it in a port or on a beach, as soon as he has put the said goods into a boat, the said master is immediately ipso facto[1] released[2] and freed from the said goods, and the goods so discharged are liable to make compensation for the said boat, excepting in case it should be lost from bad weather or from capture by cruizers, and in these two cases it is not liable.

XVIII. The said consuls of the sea propound, say, and define, that if any merchant or other person gives merchandise to any factor of his own or to any other person, he may sell it without any witness to the assignment, and faith shall be given to the statement of the said factor. And that, if any one wishes to have recourse to the judgment of the magistrate, he must have two honest and loyal witnesses, and to them credit and full faith shall be given.

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[1] *ipso facto*] This Latin phrase is suggestive of a Latin original.

[2] *released*] This question is discussed in the Dig., l. xix., Locati, conducti, tit. ii., fr. 13, § 1. The School of Labeo held that the ship-master was not responsible for goods discharged into a lighter, if the water was too shoal for the vessel to continue her voyage. The general law was the other way.

XIX. Propone et dice et diffinisce quisti savii consuli de mare, che qualunqua homo trovasse roba in mare che andasse torgida, si li sia licito ad tolleria et assignarla ala corte et darla per scripto fra terzo di dapoi che lha trouata et tolta. Et de questa roba cosi recouerata ne debia hauere la mita trouandose et patrone dessa. Et questa cotal roba debba stare in mano della corte trenta di continui. Et se per fine ad trenta di, el patrone non ce apparera, o altra legitima persona per lui, la roba debia essere de colui che lha trouata.

XX. Propone, dice, et diffinisce li consuli antedicti, che qualunqua persona trova roba sotto acque, si debia essere le doi parte de quillo che la trova, et lo terzo debia essere del patrone de essa roba, de robe che habia signale.

XXI. Propone ancora et dechiara, che qualunqua persona trovasse roba che havesse signale, che nissuno la debbia toccare, sub pena de tre volte che fusse extimata cotal mercatantia che fosse cosi trovata, et piu in arbitrio dela dicta rasone[1] che se trovasse nela dicta terra.

XXII. Propone et dechiara li dicti consuli de mare, che qualunqua nave facesse alchuna varea, se deue cauare fora et terzo per li corredi, per che gli corredi non e tenuti di andare ad uarea, et non deue esser mandati[2] se se perdessero, et cosi, versa vice, li corredi non deue emendare laltra merchatantia.

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[1] *rasone*] "Raison" is used in a similar sense of law or judgment in the Maritime Assises of the kingdom of Jerusalem. See above, p. 499. "Dicta," as applied to "rasone," refers to "la signoria," in Art. xviii.

[2] *mandati*] The verb "emendare" occurs in the concluding part of this article as well as of the following article, and it is suggestive that the reading here should be "emendati." The word "remendito" is used in the Amalphitan Table, art. 22, p. 16.

XIX. These wise consuls of the sea propound and say and define, that if any person find goods on the sea, which are floating, it shall be lawful for him to take them and deliver them up to the court and give a written list of them within three days, after he has found them and taken them. And of those goods so recovered he shall have the half,[1] if the owner of them is found. And those goods shall remain in the hands of the court thirty consecutive days. And if at the end of thirty days the owner shall not appear, nor any lawful person on his behalf, the goods shall belong to him, who has found them.

XX. The aforesaid consuls propound, say, and define, that if any person finds goods under water, two thirds of them shall belong to him, who has found them, and one third of those goods shall be given up to the owner in the case of goods which have a mark upon them.

XXI. They propound further and declare, that if any person has found goods, which have a mark upon them, that no one ought to touch them under pain of thrice the value at which the merchandise so found shall be estimated, and more at the discretion of the magistrate,[2] who shall be found in the said place.

XXII. The said consuls of the sea propound and declare, that if a ship is brought into average, they ought to subtract a third for the spars, because the spars ought not to be brought into average, and ought not to be made good if they are lost,[3] et so versa vice, the spars ought not to contribute to make good the other merchandise.

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[1] *the half*] This provision was an innovation on the Roman Law, Dig. xiv., tit. ii., fr. 2, § 8. It accords with the rule of the Customs of the Sea, ch. ccviii., Vol. III., p. 438.

[2] *magistrate* ] Literally "judg- "ment."

[3] *lost*] This provision contemplates the case, where the spars are carried away or lost by accident. Art. ii. brings them into average, when they are cut away to save the lives of the passengers.

XXIII. Propone, dice, et diffinisce li dicti consuli de mare, che qualunqua persona trovasse[1] oro, argento, o perle, o altre cose sotile de valore, et non lassignasse al patrone, ouero al nochiero, o alo scrivano, et intervenesse che de queste cose et daltro se deuesse fare uarea, o per corsari, o per fortuna de mare, le predicte cose non se deue emendare, et se le dicte cose se p[erdessero][2] deuono andare ad uarea.

XXIV. Propone et dice et diffinisce li predicti consuli de mare, che se nissuno patrone de nave portasse roba mercatantia, non la possa trare for de nave senza licentia del patrone dela mercatantia. Et se ello la trahesse fora senza licentia, et la mercatantia se perdesse, lo dicto patrone de la nave la debia emendare.

XXV. Propone et dice et diffinisce li savii consuli de mare, che se alcuno mercatante nolegiasse alcuna nave, grande ouer picolina, et non se fosse nominato el pacto de scarcare[3] ne de spaciare la nave ne per luna parte ne per l'altra, pero nui consuli sententiamo che la nave essendo al carcaturo non la deue aspectare se non octo di de tempo de bonaza et debia hauer pagato lo suo nolo; et si li dicti mercantanti non uolessero spaciare la nave, che la nave se sia ad resico deli mercatanti. Et deba hauer la dicta nave de salario quello che terminarano li consuli[4] che seranno in quella parte.

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[1] *trovasse*] This reading is hardly appropriate. M. Pardessus suggests that "portasse" is the proper reading. His suggestion is countenanced by the analogous use of the word "portasse" in the next following article.

[2] *perdessero*] This is the reading adopted in the edition printed at Fermo in 1589. The first edition printed at Venice in 1509 has the letter p followed by a blank space.

[3] *scarcare*] This reading is found in the editions both of 1507 and of 1589, but the context requires "carcare," which M. Pardessus has adopted.

[4] *li consuli* ] This phrase seems to point to mercantile consuls of the same nation resident in foreign parts, in which case it is historically important as regards the epoch of their first institution.

XXIII. The said consuls of the sea propound, say, and define, that if any person carries gold, silver, or pearls, or other delicate articles of value, and shall not exhibit them to the master or to the mate or to the scribe,[1] and it should happen that an average must be made of these and other articles, either on account of cruisers or of mischance of the sea, the aforesaid articles shall not be made good,[2] and if the said articles shall be lost, they ought [not] to partake[3] in the average.

XXIV. The aforesaid consuls of the sea propound and say and define, that if a master of a ship carries with him merchandise, he cannot put it out of his ship without the leave of the owner of the merchandise. And if he should put it out without his leave, and the merchandise should be lost, the said master of the ship ought to make it good.

XXV. The wise consuls of the sea propound and say and define, that if any merchant freights a ship, great or small, and no contract has been made as to loading the ship or its being dispatched either on one side or on the other, we, consuls, nevertheless adjudge that the ship being at her loading stage ought not to wait more than eight days of fine weather, and ought to have her freight paid, and if the said merchants are not willing to dispatch the ship, the ship shall be at the risk of the said merchants, and the said ship ought to have such payment, as shall be determined by the consuls who may be at that place.

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[1] *scribe*] See Art. xvi.

[2] *made good*] An analogous rule is adopted in the Gotland Sea Laws, art. 41, p. 105.

[3] *ought* [*not*] *to partake*] The context seems to require the insertion of the negative particle before "devono" in the blank space of the text.

XXVI. Propone, dice, et diffinisce li dicti consuli de mare, che si uno patrone hauesse carcato la nave de mercantia et fusse fortuna, et non ce fosse li mercatanti, che lo dicto patrone se bisognasse, che la possa gittare fora con le sue mane la dicta mercatantia. Et nissuna rasone li possa contrariare, perche la fa per scampo de le persone dela naue et de l'altre mercatantie, et la dicta roba et mercatantia cosi gettata deue andare ad uarea.

XXVII. Propone, dice, et diffinisce li dicti consuli, che se la nave fusse assalita et percossa da corsari, sententiano che lo patrone possa accordare lo dicto corsare, o per oro, o per argento, o per altra robba et pacto, per lo quale se scampe la nave e laltra mercatantia, non essendo li mercatanti in nave.

XXVIII. Propone et diffinisce li dicti consuli de mare, che nisuno patrone non possa bactere nisuno marinaro; ma lo marinaro deue scampare et gire de prode denanze ala catena del remiggio et deue dire, "Dala parte dela mia signoria[1] non me toccare," tre volte. Et se lo patrone passasse la catena per bacterlo, lo marinaro se deue defendere; e si lo marinaro occidesse el patrone non sia tenuto ad bano.

XXIX. Propone ancora et diffinisce li dicti consuli de mare, che qualunqua nave o grande o piccola hauesse messa mercatantia et la nave facesse acqua, ali mercatanti e licito de non darli piu robba. Et lo patrone ha liberta de andare per soi facti[2] per scampare le persone et la naue.

[1] *mia signoria*] This may have been a phrase in common use, analogous to the English phrase, "In the king's name."

[2] *per soi facti*] This phrase is not very intelligible, unless it means "at his own discretion."

XXVI. The said consuls of the sea propound, say, and define, that if a master of a ship has charged his ship with merchandise, and bad weather comes on, and no merchants should be on board, and the said master should be in distress, he may cast overboard[1] with his own hand the said merchandise. And no reason can prevent him, because he does it for the safety of lives and of the ship and of the other merchandise, and the said goods and merchandise so cast overboard ought to be brought into average.

XXVII. The said consuls propound, say, and define, that, if the ship should be assailed and captured by cruisers,[2] they adjudge that the master may agree with the said cruisers either for gold or for silver, or for other goods, and may enter into a compact, by which he may procure the escape of the ship and the other merchandise, there being no merchants on board the ship.

XXVIII. The said consuls of the sea propound and define, that no master may beat a mariner, but the mariner ought to escape and pass from the bow to the chain of the rowers, and ought to say, "In the name of "my Lord do not touch me," three times. And if the master should pass the chain[3] in order to beat him, the mariner ought to defend himself, and if the mariner kills the master, he is not to be banished on that account.

XXIX. The said consuls of the sea further propound and define, that if any ship, large or small, has taken merchandise on board, and the vessel makes water, it is lawful for the merchants not to load more merchandise. And the master has the liberty to go, where he pleases, to save life and the ship.

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[1] *cast overboard*] The Customs of the Sea, art. liv., give the like authority to the master.

[2] *cruisers*] A similar authority is given to the master in the Customs of the Sea, ch. clxxxv., Vol. III., p. 351.

[3] *pass the chain*] A similar prohibition against the master passing the chain in order to chastise a mariner is recorded in the Customs of the Sea, ch. cxx., Vol. III. p. 229.

XXX. Propone, dice, et sententiano li dicti consuli de mare, che nesuno navilio[1] che sia in mare non debiano fare pacto ne conventione alchuna, et sel el facesse in mare con mercatanti o con marinari, non uagliano ne siano de nisun valore, ne per epsi pacti[2] se possa domandar, saluo che non fosse in porto in loco romeggiato[3] in quatro, ouero che lo scripto appara da luna parte et dall altra, ouero per mano delo scrivano, perche li testimonii non po andare la dove uanno le nave.

XXXI. Proponemo et diffinimo nui consuli de mare, che ciaschuno patrone de nave habia liberta de rescotere[4] una nave o per fortuna de mare o per corsari. Et se bisognasse denari, habbia liberta de tollerli sopra de essa, et dela nave sia bono guardiano et faccia quello che deue.

XXXII. Propone, dice, et diffinisce li dicti consuli de mare, che se sapresentasse[5] che galea alcuna andasse in curso,[6] et la naue hauesse roba entro, o in tucto o in parte, e li mercatanti la reuolesse la lor roba et mercatantia, lo patrone non sia tenuto al dar gli la, salvo che li mercatanti non li affrancasse la nave.

[1] *navilio*] "Patrone de navilio" seems to be the reading required by the context.

[2] *epsi pacti*] "Per ipsa pacta" may have been the Latin original.

[3] *romeggiato*] A Venetian corruption of "ormejato."

[4] *rescotere*] "Rescat" is used in the Customs of the Sea in the sense of "ransom," Vol. III. p. 350.

[5] *sapresentasse*] This word is printed in the edition of 1589 "s'ap- presentasse."

[6] *in curso*] "En cors" is the corresponding phrase in the Customs of the Sea, Vol. III. p. 538.

Espliciunt Ordinamenta Maris edita per Consules Trani.

XXX. The said consuls of the sea propound, say, and adjudge, that no [master of a] ship being on the sea ought to make any compact[1] or agreement, and that if he should make any such on the sea with merchants or with mariners, they are of no value or validity whatsoever, nor can any claim be made on the compacts themselves, except the ship be in port or in a place moored with four cables,[2] or it shall be acknowledged by one and the other party, or be verified under the hand of the scribe,[3] for witnesses cannot go wherever the ship goes.

XXXI. We, consuls of the sea, propound and define, that every master of a ship shall have full liberty to rescue his ship from bad weather or from cruisers. And if he is in want of money, he shall have the liberty to borrow money[4] upon her, and shall be a good guardian of the ship, and do whatever he ought to do.

XXXII. The said consuls of the sea propound, say, and define, that if it shall be ascertained that any galley has been sent out to cruise, and the ship has goods on board, either a full cargo or a part cargo, and the merchants wish to have back their goods and merchandise, the master is not bound[5] to give them up to them, unless the merchants assure[6] the ship against capture.

[1] *compact*] A similar rule is recognised in the Customs of the Sea, ch. ccviii., Vol. III., p. 445.

[2] *four cables* ] See Laws of Oleron, art. v., Vol. I. p. 92.

[3] *scribe*] See Art. xvi.

[4] *borrow money* ] The master's authority to raise money on the credit of the ship, in cases of necessity, is recognised in the Customs of the Sea, ch. cxciv., Vol. III., p. 386.

[5] *not bound*] A different rule is recognised in the Customs of the Sea, ch. xxxvi., according to which a merchant was at liberty to disembark his goods on paying the freight, Vol. III., p. 109.

[6] *assure*] In other words, will undertake to pay the ransom of the vessel, if captured.

Here end the Ordinances of the Sea issued by the Consuls of Trani.

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